

BEAUMONT

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS SEPTEMBER 15, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – September 1, 2015
- * Confirmation of committee appointments
- A) Approve the purchase of property for the Northwest Parkway Project
- B) Authorize the Beaumont Convention and Visitors Bureau to apply for grant funds from the Jefferson County Tourism Commission as part of a cooperative billboard advertising effort
- C) Authorize the City Manager to execute all documents necessary for a computer Service Agreement between the City of Beaumont and Geofeedia for use by the Police Department
- D) Authorize the City Manager to execute all documents necessary for a two year agreement between the City of Beaumont and the Texas Department of State Health Services

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a resolution approving the purchase of property for the Northwest Parkway Project.

BACKGROUND

As part of the Northwest Parkway Project, ten (10) parcels of land will need to be acquired. To date, eight (8) parcels have been acquired with two (2) parcels still pending. Redwood Development, LP one (1) of the two (2) pending property owners has agreed to sell his property to the City of Beaumont in the amount of \$57,734.00. The description of the property is listed below:

Parcel #6 1.961 acre of land, situated in the W.B. Dyches Survey, Abstract No. 17
Owner: Mr. Taher Quaraishi, Redwood Development, LP
Appraisal Value: \$57,734.00

FUNDING SOURCE

Beaumont Municipal Airport Oil and Gas Revenues.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, an agreement has been negotiated for the acquisition of property described below and in Exhibit "A" and shown on Exhibit "B," attached hereto, for the Northwest Parkway Project:

Parcel #6:	1.961 acre of land situated in the W.B. Dyches Survey, Abstract No. 17
Owner:	Mr. Taher Quaraishi, Redwood Development, LP
Appraised Value:	\$57,734.00

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the purchase of the above described property be, and the same is, hereby approved; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to execute all documents necessary to acquire the above referenced property.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

PROPERTY DESCRIPTION OF PARCEL 6

**METES AND BOUNDS DESCRIPTION OF 1.961 ACRES OF LAND
SITUATED IN AND A PART OF THE
W.B. DYCHES, ABSTRACT NO. 17
JEFFERSON COUNTY, TEXAS**

Being a 1.961 acre tract or parcel of land, a portion of that certain tract of land (called 79.529 acres) as conveyed by deed to Redwood Development, LP in Clerk's File No. 2010033932 of the Official Public Records of said County, part of the W.B. Dyches Survey, Abstract 17 of said County and being more particularly described by metes and bounds as follows;

FOR LOCATIVE PURPOSES COMMENCING at Drainage District No. 6 monument found marking the most westerly Southwest corner of said 79.529 acre tract of land, and a point in the East line of that certain tract of land (called 2.772 acres) as conveyed to Drainage District No. 6 in Clerk's File No. 2001040445 of the Official Public Records of said County;

THENCE North 02 deg. 52 min. 20 sec. West along and with the West line of said 79.529 acre tract of land and the East line of said 2.772 acre tract of land a distance of 1560.16 feet to a ½" rod with cap marked Access found in the easterly line of that certain tract of land (called 4.417 acres) as conveyed by deed to Jefferson County Drainage District No. 6 in Clerk's File No. 2008000947 of the Official Public Records of said County and marking the beginning of a curve to the left;

THENCE along said curve with a radius of 1245.20 feet, a central angle of 04 deg. 35 min. 36 sec., a chord bearing of North 05 deg. 02 min. 57 sec. West, a chord length of 99.80 feet and an arc distance of 99.82 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southwest corner and **PLACE OF BEGINNING** of the herein described tract of land;

THENCE continuing along and with the West line of said 79.529 acre tract of land and the East line of said 4.417 acre tract of land a curve to the left with a radius of 1245.20 feet, a central angle of 06 deg. 01 min. 54 sec., a chord bearing of North 10 deg. 21 min. 42 sec. West, a chord length of 131.03 feet and an arc distance of 131.09 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Northwest corner of the herein described tract of land;

THENCE along a curve with a radius of 2335.00 feet, a central angle of 08 deg. 39 min. 47 sec., a chord bearing of North 67 deg. 56 min. 05 sec. East, a chord length of 352.71 feet and an arc distance of 353.04 feet to a ½" steel rod with cap marked Arceneaux & Gates set for point of tangency;

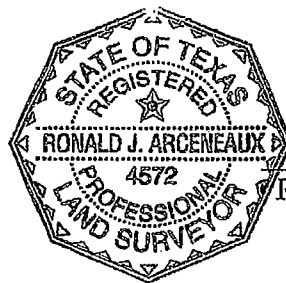
THENCE North 63 deg. 36 min. 12 sec. East a distance of 276.35 feet to a ½" steel rod with cap marked Arceneaux & Gates set in the easterly line of said 79.529 acre tract of land and the westerly line of that certain tract of land (called 9.44 acres) as conveyed by deed to Jefferson County Drainage District No. 6 in County Clerk's Film File Code 104-01-0353 of the Official Public Records of said County for the Northeast corner of the herein described tract of land;

THENCE South 35 deg. 48 min. 15 sec. East along and with the easterly line of said 79.529 acre tract of land and the westerly line of said 9.44 acre tract of land a distance of 131.77 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the Southeast corner of the herein described tract of land;

THENCE South 63 deg. 36 min. 12 sec. West a distance of 297.89 feet to a ½" steel rod with cap marked Arceneaux & Gates set for the beginning of a curve to the right;

THENCE along said curve with a radius of 2465.00 feet, a central angle of 09 deg. 03 min. 13 sec., a chord bearing of South 68 deg. 07 min. 49 sec. West, a chord length of 389.11 feet and an arc distance of 389.51 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing 1.961 acres of land more or less.

Surveyed: December 2013



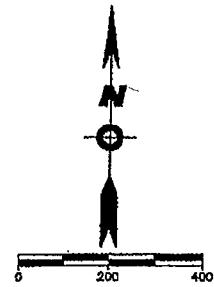
Ronald J. Arceneaux
Ronald J. Arceneaux, R.P.L.S. #4572

Notes:

Bearings, distances and coordinates referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83

An Exhibit of even date is being submitted with and being made a part of this Metes and Bounds Description.

AMOCO PRODUCTS CO.
TO
NORTHWEST BEAUMONT
DEVELOPMENT, LTD
294.8436 AC.
01/02/2002
CF#2002000092



LATEX INVESTORS, LP
TO
DD#6.
4.417 AC.
01/10/2008
CF#2008000947

AMOCO PRODUCTS CO.
TO
D.D.#6 TRACT 2-D
9.44Ac.
11/05/2001
F.F. 104-01-0353

R=1245.20'
ARC=99.82'
 $\Delta=04^{\circ} 35' 36''$
CB=N 05° 02' 57" W
CL=99.80'

LATEX INVESTORS, LP
TO
REDWOOD DEVELOPMENT, LP
79.529 AC.
09/14/2010
CF#2010033932

LATEX INVESTORS, LP
TO
D.D.#6 TRACT 2
2.772 Ac.
11/05/2001
CF#2001040445

N 02° 52' 20" W 1560.16'

W.B. DYCHES SURVEY
A-17

POINTE PARKWAY

LEGEND

- ▲ FOUND CORNER
- SET 1/2" STEEL ROD W/CAP
MARKED ARCENEUX & GATES

POC POINT OF COMMENCING
POB POINT OF BEGINNING

DATE OF SURVEY: DECEMBER 2013



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners
3501 Turtle Creek Drive, Suite 102
Fort Arthur, Texas 77642
(409) 724-7888
A Burrow Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT

PARCEL 6

NORTHWEST PARKWAY

BEAUMONT, JEFFERSON COUNTY, TX

PAGE

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OF
4

DATE: DECEMBER 2013	SCALE: SHOWN	DRAWN: BJB
PROJ. No.: CAI-040	DESIGN:	CHECKED: RJA

EXHIBIT "B"

Parcel Line Table			Curve Table					
Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	276.35'	N63° 36' 12"E	C1	131.09'	1245.20'	06° 01' 54"	N10° 21' 42"W	131.03'
L2	131.77'	S35° 48' 15"E	C2	353.04'	2335.00'	08° 39' 47"	N67° 56' 05"E	352.71'
L3	297.89'	S63° 36' 12"W	C3	389.51'	2465.00'	09° 03' 13"	S68° 07' 49"W	389.11'

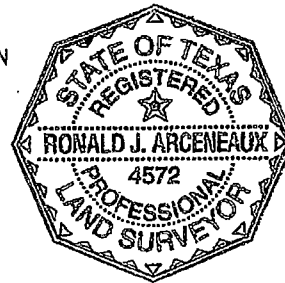
NOTES:
COORDINATES, BEARINGS AND DISTANCES REFERENCED
TO THE TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD 83.
GRID SCALE: 0.999958339

I, RONALD J. ARCENEUX, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4572
IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY
REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION
AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LIMITS, BOUNDARIES AND
CORNERS ARE TRULY SHOWN JUST AS FOUND AT THE TIME OF THIS SURVEY.

THIS PLAT IS BEING SUBMITTED ALONG WITH METES AND BOUNDS DESCRIPTION
OF EVEN DATE BASED ON THIS SURVEY.

GIVEN UNDER MY HAND SEAL THIS 19 DAY OF Dec, 2013.

Ronald J. Arceneux
RONALD J. ARCENEUX, RPLS NO. 4572



ARCENEUX & GATES
Consulting Engineers, Inc.
Engineers Surveyors Planners
5501 Turtle Creek Drive, Suite 102
Port Arthur, Texas 77642
(409) 724-7885
A Bureau Global Company

TEXAS REGISTERED ENGINEERING FIRM F-30
TEXAS LICENSED SURVEYING FIRM 100142-00

PARCEL PLAT		PAGE 4 OF 4
PARCEL 6		
NORTHWEST PARKWAY BEAUMONT, JEFFERSON COUNTY, TX		
DATE: DECEMBER 2013	SCALE: SHOWN	DRAWN: BJB
PROJ. No.: CAI-040	DESIGN:	CHECKED: RJA

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dean E. Conwell, Executive Director *DEC*

MEETING DATE: September 15, 2015

REQUESTED ACTION: Consider a resolution authorizing the Beaumont Convention and Visitors Bureau to apply for grant monies from the Jefferson County Tourism Commission (JCTC) for \$9,600 as part of a cooperative billboard advertising effort.

BACKGROUND

The Beaumont Convention and Visitors Bureau would like to apply for grant monies from the Jefferson County Tourism Commission for half the cost of an annual cooperative billboard advertisement. The billboard is located on I-10 and encourages visitors to stop at the Ben J Rogers Regional Visitors Center. The Beaumont Convention and Visitors Bureau contracts with the billboard company for the 12-month contract and the grant monies received would go towards approximately half the cost of the billboard.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

**APPLICATION FOR USE OF JEFFERSON COUNTY
HOTEL OCCUPANCY TAX FUNDS
(FOR ADVERTISING AND PROMOTION FUNDING)**

Thank you for your interest in promoting tourism and the hotel industry in Jefferson County through the utilization of county Hotel Occupancy Tax (HOT) funds. The use of HOT funds is regulated by law (Tax code 352-1033), which limits the use of those funds for the direct enhancement and promotion of tourism AND the convention and hotel industry. **To determine eligibility, the following section of this tax code which pertains to advertising/promotion must apply to your application. "Advertise and conduct solicitations and promotional programs to attract tourists and conventions delegates or registrants to the county or its vicinity, any of which may be conducted by the county or through contracts with persons or organizations selected by the county.** In addition, a county that borders the Gulf of Mexico and that is authorized to impose the tax by Section 352.002(a)(6) may use 50% or less of the revenue from the tax for the promotion of tourism.

I. CRITERIA

A. General Information

1. Name of Organization:
City of Beaumont - Convention & Visitors Bureau
2. What specifically is being marketed or promoted? I.e. facility, event, etc.
The Ben J Rogers Regional Visitor Center
3. Total Amount of Funds Requested by this Grant?
\$9,600
4. What is the organizations financial contribution for this project/event?
\$10,500
5. What other funding sources are being pursued or sought?
The Beaumont CVB Pays \$10,500 from their advertising budget for the billboard.
6. Date of Event if applicable. Please ensure that you are requesting funds far enough in advance to be able to accomplish the goals for which you are requesting funds.
The grant would continue the annual 1 year contract that will renew 1/1/2016 and continue through 12/31/2016

7. Which hotel/s have you negotiated a special rate if this funding request is being used for an event? Please list hotel/s (do not list rates).

N/A – The purpose of this advertising program is to drive visitors to stop at the Ben J Rogers Visitors Center.

8. Completion date of project:

It's an ongoing advertising program. The billboard agreement is one year, we would renew the program again, for the follow year.

II. VISITOR IMPACT

- A. Provide numbers for the following:

1. Total visitors/participants:

Previous year: 38,873

Expected this year: 39,000

2. Visitors/participants who indicated they stayed or will stay in a Jefferson County hotel:

Previous year: 720

Expected this year: 1000

III. FUNDING RECAP

1. Provide a **specific line item description and amount** of exact use of funds being requested. Total should match amount being requested. (If more space is needed, please use attachments.)

Amount

Line Item

\$9,600 – Almost half of the cost of the 12-month ad agreement for the billboard rental.

\$9,600

TOTAL

IV. MARKETING PLANS

- A. How will your organization enhance the promotion of tourism AND the convention /hotel industry in Jefferson County?

The Billboard promotes travelers to stop and visit the Ben J Rogers Visitor Center. Additional visitor traffic to the center contributes towards an increase in travelers visiting attractions and staying in hotels in Jefferson County.


- B. What media will be used in your advertising and promotion? Please provide a detailed list of the media to be used, i.e. Houston Chronicle, KHOU, Southern Living, etc. **(Must be outside 75 mile radius of Jefferson County)**

SignAd billboard, outdoor advertising - directing travelers on I-10 to stop at the Ben J Rogers Regional Visitors Center.

By signing this application, I, individually and on behalf of my organization, represent and agree that:

1. I have full authority to execute this application on behalf of myself, group, and organization;
2. Any funds allocated out of Hotel Occupancy Tax monies will be used solely in the manner set forth in the award letter;
3. I as a representative and my organization will, within 60 days following the date of my/our project/event, provide a complete and detailed accounting to the Jefferson County Tourism Commission, c/o Kathi Hughes, in such form as may be provided/requested;
4. Failure to provide the report within 60 days and/or to use the allocated monies solely for the purposes for which such funds were awarded shall render me and my group/organization liable for reimbursement to Jefferson County of all such funds, plus reasonable court costs and attorney fees.
5. Please submit a W-9 Form with application.

Date 9/2/2015
Name of Organization Representative Completing Form
City of Beaumont Convention & Visitors Bureau

Signature 
Title Executive Director
Phone Number 409-880-3749
Federal Tax ID 74-6000278
Address 505 Willow Street Beaumont, TX 77701
E-mail dconwell@ci.beaumont.tx.us
W-9 Attached Yes

Return Form to: Ben J. Rogers Regional Visitors Center
Attn: Kathi Weathington Hughes
5055 IH-10 South
Beaumont, Texas 77705

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the Beaumont Convention and Visitors Bureau be and it is hereby authorized to apply for and receive grant monies from the Jefferson County Tourism Commission (JCTC) in the amount of \$9,600 as part of a cooperative billboard advertising effort.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —


TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James P. Singletary, Chief of Police

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents, including, specifically a computer Service Agreement between the City of Beaumont Police Department and Geofeedia.



BACKGROUND

The Police Department is requesting computer services from Geofeedia, a service provider. This computer service would provide the Police Department with increased access to computer resources.

FUNDING SOURCE

The cost to the City will be an annual fee of \$6,000.00 which will be paid out of the Police Department Administration Contract Services account.

RECOMMENDATION

Approval of Resolution.

Geofeedia Service Agreement

Signature Block

Customer: City of Beaumont

By: City Manager, Kyle Hayes

Kyle Hayes, City Manager
801 Main Street, Ste 300
Beaumont, Texas 77701

Service Provider: Geofeedia, Inc.

By: Chief Revenue Officer, Justin Fite

Justin Fite, Chief Revenue Officer *
55 Monument Circle, Suite 710
Indianapolis, Indiana 46204

* Signatory represents that he is authorized to sign this agreement

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into a Service Agreement between the City of Beaumont and Geofeedia, Inc., of Indianapolis, Indiana, for increased access to computer resources. The Service Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

GEOFEEDIA SERVICE AGREEMENT

This Geofeedia Service Agreement (this "Agreement") governs Your use of the Services (as defined below) provided by Geofeedia, Inc., a Delaware corporation ("Service Provider"). *The Signatories represent authorization to enter into this agreement.*

By executing an Order Form (as defined below) that references this Agreement, You agree to the terms of this agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to these terms and conditions, in which case "You" and "Your" shall refer to such entity. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this Agreement or use the Services.

This Agreement, including any Order Forms entered into by the Parties hereunder, is made effective on the date that the initial Order Form is executed by Service Provider and You (the "Effective Date"). You and Service Provider may be referred to herein individually as a "Party" and collectively as the "Parties." You and Service Provider agree to the foregoing and as follows:

1. Definitions.

1.1 "Authorized User(s)" means those users identified by name and type of user access on the Order Form who will receive a User ID in order to access the SAAS Service online.

1.2 "Authorized Purpose(s)" means use of the SAAS Service to search for, organize, review and use the Social Media Content for the benefit of Customer, and for any other purposes expressly identified on the Order Form.

1.3 "Order Form" means an order form issued by Service Provider and executed by You and Service Provider which sets forth the necessary information relating to the products and services You have the right to receive and the fees payable to Service Provider, which may include, without limitation, (i) identification of any Services other than the SAAS Service, (ii) minimum fees payable, (iii) the Social Media Content for the Services, (iv) the Authorized Purposes for which You may access the Services (v) any additional types of Authorized Users, (vi) the initial term for the Order Form and (vii) any provisions applicable to renewal terms.

1.4 "SAAS Service" means access and use of Service Provider's Geofeedia software platform via the Internet, including but not limited to services capable of searching, retrieving, and storing Social Media Content on behalf of Authorized Users.

1.5 "Services" means the SAAS Service, Support Services, training and associated services provided by Service Provider to You under this Agreement. For the avoidance of doubt, Services does not include Social Media Content.

1.6 "Social Media Content" means information obtained from the Internet by the SAAS Service based on or related to searches, including but not limited to links, posts and excerpts, and data derived thereof, such as reports, summaries, graphs and charts.

1.7 "Support Services" has the meaning set forth in Section 4.

1.8 "Update" means any improvement, enhancement, modification and/or changes to the SAAS Service offered or provided by Service Provider.

1.9 "User ID" means a unique user identification assigned to an Authorized User.

1.10 "Your Data" means all information, records, files, and data entered into, received, processed, or stored by or for You and Authorized Users using the SAAS Service, including, without limitation, Registration Information (as defined below).

2. SAAS Service

2.1 Access. Service Provider grants to Your Authorized Users a nonexclusive, personal and nontransferable right to access the SAAS Service during the term of this Agreement solely for the Authorized Purposes. Your use of the SAAS Service is limited to the terms of this Agreement and the parameters defined in the Order Form, including its limits to the number of Authorized Users. As a condition to access, Customer and its Authorized Users agree to comply with (i) the terms and conditions set forth in this Agreement; (ii) applicable laws and regulations; and (iii) the terms of service of the platforms from which the Social Media Content originates.

2.2 Restrictions. You will not, in whole or in part, (a) copy the SAAS Service or distribute copies of the SAAS Service to any third party; (b) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the SAAS Service except as otherwise permitted by law; (c) rent, loan, sub-license, lease, distribute or attempt to grant any rights to the SAAS Service to third parties; or (d) use the SAAS Service to act as an application service provider or reseller of the SAAS Service to third parties, or to permit access to the SAAS Service by any kind to any third party. Use of the SAAS Service is also subject to Service Provider's privacy policy, available through its website, <https://geofeedia.com/privacy-policy>.

2.3 Right to Suspend or Terminate the SAAS Services; No Content License. In general, the Service is designed to store links to locations where Social Media Content is hosted on third-party websites that Service Provider does not own or control. Service Provider does not guarantee that any specific Social Media Content will remain available or accessible. Service Provider reserves the right to immediately suspend or terminate the affected SAAS Service and/or to remove the Social Media Content from the SAAS Service, if required by the third-party platform from which the Social Media Content was received or if Service Provider reasonably believes that the SAAS Service or the Social Media Content is or is about to become non-compliant with any applicable law, regulation or policy, or is likely to become the subject of a lawsuit or material dispute. However, Service Provider's action or inaction shall not be deemed review or approval of such use of such Social Media Content. You acknowledge that, depending upon Your intended use, including copying and reproduction, of the Social Media Content, You may be required to obtain licenses or permissions from the author or owner of the Social Media Content, abide by copyright law or other applicable law and abide by terms of service for the sources from which the Social Media Content was obtained. Service Provider does not license the Social Media Content and is not responsible for Your use of the Social Media Content. Your use of Social Media Content is at Your sole risk.

3. Authorized Users.

3.1 Authorized Users. The number of Authorized Users granted access hereunder is set forth in the Order Form.

3.2 Additional and Reassignment of Authorized Users. Unless otherwise specified in the applicable Order Form: (i) SAAS Services may be accessed by no one other than the Authorized Users; (ii) additional subscriptions may be purchased for additional Authorized Users for prorated fees during the term of this Agreement; and (iii) such additional Authorized User accounts shall terminate on the same date as the pre-existing Authorized User accounts terminate. Authorized User account subscriptions are for designated Authorized Users only and cannot be shared, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the SAAS Services. You shall designate at least one (1) Authorized User to act as an administrator who will be responsible for requesting set-up and removal of Authorized User accounts and for other administrative tasks related to Your use of the Services.

4. Support Services and Training.

4.1 Support Services. Service Provider will provide reasonable support efforts that do not require code changes ("Support Services") at no additional charge. Service Provider may provide upgraded support to You at mutually agreed upon rates, if available, through an additional Order Form referencing this Agreement.

4.2 Service Limitations; Maintenance. The Service may be temporarily unavailable, without notice, from time to time, including due to required maintenance, improvements, telecommunications interruptions, or other disruptions affecting the applicable third party provider of Social Media Content and the Internet generally. In addition,

Service Provider reserves the right to take down applicable servers hosting the SAAS Service upon reasonable notice to conduct routine regularly scheduled maintenance checks ("Scheduled Maintenance"); provided that, the number of Scheduled Maintenance checks each month during the term of this Agreement will not be excessive in relation to Service Provider's historical Scheduled Maintenance practices and patterns. Service Provider will use commercially reasonable efforts to perform Scheduled Maintenance outside of regular business hours. Service Provider will not be responsible for any damages or costs incurred by You in connection with Scheduled Maintenance performed in accordance with this Agreement.

5. Additional Services. The parties may add additional training services and/or consulting, interface development or other services by mutual agreement by adding an additional Order Form referencing this Agreement.

6. Fees and Payment.

6.1 Fees. Fees for the initial term of this Agreement are set forth in the Order Form. Service Provider reserves the right to modify its Fees for any renewal term upon forty-five (45) days' notice to You.

6.2 Payment Terms. You shall pay the Fees as specified in the Order Form. Service Provider will invoice You in advance and otherwise in accordance with the relevant Order Form. Invoiced charges are due net 45 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Service Provider and notifying Service Provider of any changes to such information. If You provide automatic payment information, You authorize Service Provider to store the information and use it to charge the associated billing source according to the Order Form without further authorization until termination of the Order Form or this Agreement. If automatic payment is terminated and not replaced within three business days of notice, Service Provider has the right to suspend access to the Service by You and Your Authorized Users until payment is current.

6.3 Taxes. Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Service Provider shall be responsible for any sales, use, excise or similar taxes payable by Service Provider on any goods or services used or consumed by Service Provider in providing the Services hereunder. You shall be responsible for any sales, use, excise or similar taxes that are imposed on any charges made by Service Provider to You under the terms of this Agreement to the extent applicable.

7. Responsibilities of the Parties.

7.1 Registration Information. You will promptly provide to Service Provider the name and contact information of each Authorized User to register each Authorized User (collectively, the "Registration Information") to use the SAAS Service. Service Provider acknowledges that such Registration Information (and all of Your Data) is Your (and/or Your affiliates' and/or Authorized Users') confidential and proprietary information, and Service Provider shall maintain and protect such information with the same care and measures to avoid unauthorized disclosure or access as Service Provider uses with its own confidential information (but in no event less than a reasonable standard of care) and will use such information solely to carry out the purposes for which the information was disclosed.

7.2 User IDs. Each Authorized User will have a unique User ID for his or her access to the SAAS Service. You will exert commercially reasonable efforts to ensure that Your Authorized Users will use only their respective assigned User IDs and not another's User ID. You will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly notify Service Provider if You become aware that the security or integrity of a User ID or password has been compromised.

7.3 Access and Compliance. You agree that (a) You are responsible for all obligations under this Agreement arising in connection with Your use, including those of Authorized Users, of the Services; (b) You are responsible for any act or omission by any of Your users of the Services, which, if performed or omitted by You, would be a breach of this Agreement and any such act or omission of any Authorized User will be deemed to be a breach of this Agreement by You; (c) You will use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and (d) You and Your Authorized Users will only access and use Services in accordance with this Agreement and applicable laws.

7.4 Computer System. You will: (a) cooperate and consult with Service Provider in the set-up and activation of the SAAS Service for You, and (b) provide and maintain Your own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the SAAS Service. You are responsible for the security of Your own computer systems and the security of Your access to and connection with the SAAS Service.

7.5 No Interference with Service Operations. You will not knowingly take any action that: (a) interferes or attempts to interfere with the proper working of the SAAS Service or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the SAAS Service; (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the SAAS Service or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of the SAAS Service; or (c) imposes or may impose, in Service Provider's reasonable discretion, an unreasonable or disproportionately large load on the SAAS Service infrastructure.

8. Term and Termination.

8.1 Term of Agreement. This Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or as provided in the Order Form. Unless otherwise specified in an Order Form, the term of the Order Form shall automatically renew for subsequent one year terms unless either party provides notice to the other party at least forty-five days prior to the beginning of the upcoming renewal term.

8.2 Termination for Cause. A party may terminate this Agreement (i) for cause upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting any remedies otherwise available to You under law or in equity, if You terminate this Agreement as a result of any event described in this Section 8.2, (a) Service Provider shall refund to You a pro-rata amount of any fees pre-paid by You for which You did not receive use of the SAAS Service in accordance with this Agreement and (b) You will have no further payment obligation to Service Provider.

8.3 Effect of Termination. Service Provider will destroy any of Your Data still residing on Service Provider's systems within thirty days after the termination of this Agreement. The definitions herein and the terms of Sections 8-12 (inclusive) shall survive the expiration or termination of this Agreement.

9. Proprietary Rights; Publicity.

9.1 Proprietary Rights. Service Provider is and will remain the exclusive owner of all right, title and interest in and to the SAAS Service and Updates, including all intellectual property rights therein. As between Service Provider and You, You are and will remain the exclusive owner of all right, title and interest in and to Your Data, including all intellectual property rights therein.

9.2 Publicity. Except as expressly provided herein with respect to certain of Your Data, Service Provider shall have no right to use Your intellectual property, including, but not limited to, Your name, trademarks, logos (or the names, trademarks or logos of Your affiliates), in whole or in part, for any purpose. Neither party shall publicize or make any press release or public disclosure relating to this Agreement, the other party or the relationship between the parties, except with the prior written consent of the other party, unless such disclosure is required under Texas law or pursuant to the Public Information Act.

9.3 Feedback. To the extent that Service Provider receives from You or any of Your Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the SAAS Service or any other products or services ("Feedback"), Service Provider may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

10. Representations; Limitations of Liability.

10.1 Covenants, Representations and Warranties. Each party agrees to comply with all applicable laws and regulations in connection with performing its obligations under and exercising its rights under this Agreement. Service Provider represents and warrants that: (a) the SAAS Service complies with all relevant API terms and conditions and policies of each applicable third party provider of Social Media Content (such as Twitter, YouTube, Flickr, Picasa and Instagram) accessible through the SAAS Service, and the SAAS Service (excluding Your use of the Social Media Content) complies with all applicable laws, rules and regulations; (b) Service Provider has all rights and licenses necessary in order make the SAAS Service available to You under this Agreement and for Service Provider to grant the rights and licenses granted by Service Provider to You under this Agreement, and Your use of the SAAS Service (excluding Your use of the Social Media Content) shall not infringe upon (whether direct or contributory), misappropriate, or otherwise violate the intellectual property or other rights of any third party or otherwise subject You or any of Your affiliates to any royalty or other fees, obligations, or attribution of any type by You to any third party; and (c) there are no actions, suits, proceedings, or other impediments, actual or threatened against Service Provider that would undermine, prevent or impair Service Provider from fulfilling its obligations or granting the rights to You as provided under this Agreement.

10.2 Disclaimer. Except as expressly provided herein, Service Provider makes no warranties related to the Services provided hereunder, and hereby disclaims all warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose. You assume complete responsibility for the selection of the Services to achieve Your intended results and for Your use of the results obtained from the Services. Service Provider does not warrant that the Services will meet Your requirements or that they will be uninterrupted or error free. Service Provider is not responsible for Your inability to access the SAAS Service or for any degradation of the Service caused by or resulting from any resources or factors outside of Service Provider's control.

10.3 Limitations of Liability. In no event will Service Provider (including its affiliates, employees, officers, directors and agents) be liable for any consequential, indirect, special, incidental, exemplary or punitive damages under this Agreement or in connection with any Services provided hereunder, including without limitation, damages for loss of business profits, or other pecuniary loss arising out of the use or inability to use the Services, even if advised of the possibility of such damages and even if available remedies are found to have failed of their essential purpose. The total liability, if any, of Service Provider (including its affiliates, employees, officers, directors and agents) in the aggregate over the term of this Agreement for all claims, causes of action or liability whether in contract, tort or otherwise arising under or in any way related to this Agreement and/or the Services provided hereunder, shall be limited to the lesser of: (a) Your direct damages, actually incurred, or (b) the total fees paid by You to Service Provider in the most recent six (6) month period. Notwithstanding the foregoing, Service Provider's sole obligation in the event of an error in the performance of any Services under this Agreement shall be limited to re-performing the Services.

11. Indemnification.

11.1 Indemnification of You by Service Provider. Service Provider agrees to defend, indemnify and hold harmless You, Your members, affiliates, partners and successors, and Your and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all third party claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's fees, whether fixed or contingent, actual or threatened, in law or in equity (collectively, the "Claims", or individually, a "Claim"), that may, at any time, arise out of or relate to any breach or alleged breach by Service Provider of any of its representations, warranties and/or covenants set forth in Section 10.1 above.

~~**11.2 Indemnification of Service Provider by You.** You agree to defend, indemnify and hold harmless Service Provider, its members, affiliates, partners and successors, and its and their officers, directors, partners, shareholders, representatives, agents, licensees and employees from and against all Claims that may, at any time, arise out of or relate to any breach or alleged breach by You of applicable law and of Your use of the Social Media Content.~~

11.3 Indemnification Procedures. Any party seeking to be indemnified under this Section 11 shall as promptly as reasonably practicable notify the indemnifying party in writing of any Claim subject to the indemnities set

forth in this Section 11; provided, however, that failure to so notify the indemnifying party after receiving actual notice of a Claim shall not relieve the indemnifying party from its indemnification obligations under this Agreement unless if, and only to the extent that, such failure to notify the indemnifying party has a material adverse impact on the indemnifying party. After receiving such notice, the indemnifying party shall assume and have exclusive control over the defense of such Claim, including, without limitation, the selection and retention of counsel and the disposition of any such Claim (by compromise, settlement or otherwise); provided, however, that the selection and retention of counsel, and any settlement or compromise of any Claim which may materially impact the indemnified party, shall be subject to the indemnified party's prior written approval, which shall not be unreasonably withheld. It is pre-agreed that any Claim alleging copyright, patent, trademark or other intellectual property infringement or misappropriation of the Services, or any part thereof, shall be considered to materially impact You for purposes of the foregoing. The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the defense and disposition of such Claim, at the indemnifying party's expense.

12. General.

12.1 Assignment, Successors. No right or license under this Agreement may be assigned or transferred by either party, nor may any duty be delegated by either party without the other party's prior written consent, except that You may assign, transfer or delegate this Agreement to any affiliate of Yours and that either party may transfer or assign this agreement to any successor entity or to an acquirer of all or substantially all of the business, stock or assets of such party relevant to this Agreement. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of You and Service Provider.

12.2 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors.

12.3 Governing Law. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of ~~Delaware~~, ^{including jurisdiction,} ~~excluding its principles of conflicts of laws.~~ ^{Texas.}

12.4 Notice. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Service Provider is 444 North Wells Street, Suite 502, Chicago, IL 60629, Attention: Michael J. Mulroy; Your notice and billing address is set forth in the Order Form. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section.

12.5 Independent Contractor. Service Provider is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship between You and Service Provider shall be deemed to constitute a partnership, joint venture, agency, employment or any other relationship between You and Service Provider.

12.6 Entire Agreement. This Agreement, together with the Order Form and all exhibits hereto, constitutes the entire agreement between Service Provider and You with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter, including, without limitation, any user agreement or other arrangement for any trial of the SAAS Service prior to the date hereof.

12.7 Construction of Agreement; Headings. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

12.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement will remain in full force and effect.

12.9 Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

12.10. Government Immunity. The City of Beaumont, Texas retains all rights under Texas law and retains governmental immunity. Nothing herein in this document or in any other document or in this agreement with this service provider shall diminish or limit governmental immunity. Nothing herein or in any agreement with the City of Beaumont shall act as a waiver of this immunity.

Geofeedia Service Agreement

Signature Block

Customer: City of Beaumont

By: City Manager, Kyle Hayes

Kyle Hayes, City Manager
801 Main Street, Ste 300
Beaumont, Texas 77701

Service Provider: Geofeedia, Inc.

By: Chief Revenue Officer, Justin Fite

Justin Fite, Chief Revenue Officer *
55 Monument Circle, Suite 710
Indianapolis, Indiana 46204

* Signatory represents that he is authorized to sign this agreement

ORDER FORM

This order form is subject to and governed by the terms and conditions of *The Geofeedia Service Agreement*, ~~Geofeedia's Online Terms of Service posted at <http://www.geofeedia.com/terms-of-service>. Please review the Online Terms of Service carefully before signing below, as your signature below constitutes your agreement to be bound by its terms. If for any reason you are unable to view the Geofeedia Online Terms of Service online at the website given above, please contact Geofeedia immediately.~~ *attached.*

Pursuant to this Order Form, Customer is purchasing subscriptions to the Geofeedia Service Identified below, subject to any specified usage parameters (e.g. number or types of users, number of locations, volume of data, etc.) and any professional services described herein. The term of this Order Form shall automatically renew for subsequent one-year terms unless either party provides notice to the other party at least forty-five days prior to the Contract End Date.

Order Information

Account Name: Beaumont Police Department
Prepared By: Ryan Hutchinson

Contract Start Date: 8/7/2015
Contract End Date: 8/6/2016

Total Amount: \$6,000

Subscription Term, Billing & Payment Information

Company Name: Beaumont Police Department
Billing Name:
Billing Email:

Billing Phone: 409.832.1234
Billing Fax:

Billing Address: 255 College Street
PO Box 3827
Beaumont, TX 77704
United States

Payment Method: Invoice
PO Number:

Billing Terms: Invoices sent *Annually* **Customer Initials** _____
Invoices for Overage Fees, if any, sent monthly.

Payment Terms: Due Upon Receipt. Interest accrues at the rate of 1.5% per month 90 days after the invoice date.
Invoices 30 days or more past due may result in suspension of Services.

Customer: [CUSTOMER NAME]

Geofeedia, Inc.

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for a two year agreement between the City of Beaumont and the Texas Department of State Health Services.

BACKGROUND

The Texas Department of State Health Services provides the Beaumont Public Health Department Vital Statistics Division access to the Texas Electronic Registration Remote System for the purpose of issuing birth certificates. The Beaumont Public Health Department agrees to reimburse the Texas Department of State Health Services at \$1.83 for each certification of Vital Records printed as a result of searches of the database. This fee is included in the Health Department's budget. The contract begins 09/01/15 and will end on 08/31/17.

FUNDING SOURCE

General Fund - Public Health.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a two (2) year Contract between the City of Beaumont and the Texas Department of State Health Services for the Beaumont Public Health Department Vital Statistics Division to continue to purchase services and/or goods that will allow the search of databases to issue Certifications of Vital Records. The Contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-16-0084-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and City of Beaumont (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2015 and end on August 31, 2017.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Beaumont City Health Department

Address: P.O. Box 3827
Beaumont, TX 77704

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.
- B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

City of Beaumont	DSHS
Marcia Gauthier Beaumont City Health Department P.O. Box 3827 Beaumont, TX 77704 Phone: 409-654-3650 Email: mgauthier@ci.beaumont.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

A. **Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.

C. **Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law.
2. The Data Use Agreement # 2014-044055-001 that was executed between the Parties on 6/5/2015 is applicable to this Contract and Contractor agrees to continue to be bound by its terms and conditions.
3. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

4. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 5. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. **Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. **Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. **Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. **Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. **Assignment.** Neither DSHS nor Contractor will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. **Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.
- K. **Termination.**
1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH
SERVICES

CITY OF BEAUMONT

Ed House
Chief Operating Officer
Department of State Health Services

Kyle Hayes
City Manager
City of Beaumont

Date

Date

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS SEPTEMBER 15, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-4 and 6-8/
Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider an ordinance adopting the FY 2016 Budget by a record vote
2. Consider a resolution adopting the 2016 Capital Program
3. Consider an ordinance accepting the tax roll and establishing the property tax rate for the tax year 2015 (FY 2016)
4. Consider an ordinance ratifying the budgeted property tax increase reflected in the FY 2016 Budget
5. Consider a request to abandon a 20' general utility easement in Block 1 of the McFaddin Heights Additions, Beaumont, Jefferson County, Texas
6. Consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department
7. Consider a resolution approving the write-off of uncollectible delinquent accounts
8. Consider granting a new solid waste transportation service agreement with Piney Woods Sanitation Inc.

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Erik Kvarme, et al v. The City of Beaumont, Texas, et al

- * Consider matters related to employment, evaluation and duties of a public officer or employee in accordance with Section 551.074 of the Government Code, to wit:

City Manager - Kyle Hayes
City Attorney - Tyrone Cooper
City Clerk - Tina Broussard
Chief Magistrate – Craig Lively

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

September 15, 2015

Consider an ordinance adopting the FY 2016 Budget by a record vote

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider an ordinance adopting the FY 2016 Budget by a record vote.

BACKGROUND

Article VI, Section 8 of the City Charter states that "the budget shall be adopted by the favorable votes of at least a majority of all members of the Council." Section 9 states that "the budget shall be finally adopted not later than the twenty-seventh (27th) day of the last month of the fiscal year. Should the Council take no final action on or prior to such day, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the Council."

Section 102.007 of the Government Code requires the vote to adopt a budget to be a record vote. In addition, the adopted budget will contain a cover page that includes the statement on whether the budget will raise more, less or the same amount of property taxes as the prior year, the record vote of each member of council by name, property tax rates for the preceding and current fiscal years, the effective tax rate, the effective maintenance and operations rate, the rollback tax rate, and the debt rate, along with the amount of debt secured by property taxes. This information is required to be posted on the city's website and remain there for one year after adoption of the budget.

The FY 2016 Budget was submitted to Council on August 11, 2015, and reviewed during a work session on August 25, 2015. A public hearing was held on August 25, 2015, which met the requirements of the Charter and state law.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE REFERRED TO AS THE "ANNUAL APPROPRIATION ORDINANCE" ADOPTING A BUDGET FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF BEAUMONT; APPORTIONING THE FUNDS OF THE CITY OF BEAUMONT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Manager of the City of Beaumont submitted to the City Council a budget estimate for the revenues of said City and expenses of conducting the affairs thereof for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and,

WHEREAS, after notices and public hearings held in accordance with the requirements of the Charter of the City of Beaumont and the statutes of the State of Texas, the City Council is of the opinion that the budget, as attached hereto as Exhibit "A", should be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

Section 1.

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted.

Section 2.

That Exhibit "A" made a part hereof for all purposes is hereby adopted, ratified and approved as the operating budget document of the City of Beaumont. Exhibit "A" is hereby adopted and approved as the budget of all the correct expenses as well as the

fixed charges of the City for the fiscal period beginning the 1st day of October, 2015, and ending the 30th day of September, 2016, and the several amounts stated in Exhibit "A" as proposed expenditures shall be and become appropriated to the several objects and purposes therein named. Notices given, as required for the adoption of said budget, are hereby ratified.

Section 3.

That the sums indicated are appropriated from the following schedule of funds:

a.	General	\$118,538,300
	(includes \$1.5 million contingency)	
b.	Debt Service	\$16,553,800
c.	Water Utilities	\$48,319,900
d.	Water Revenue Bond Reserve Fund	-0-
e.	Solid Waste Management	\$10,667,400
f.	Hotel Occupancy Tax	\$2,668,800
g.	Municipal Airport	\$4,677,900
h.	Henry Homberg Golf Course	\$750,900
i.	Municipal Transit	\$8,083,000
j.	Other Special Revenue	\$7,369,374
k.	Capital Reserve	\$4,088,800
l.	Fleet Management	\$9,313,900
m.	Employee Benefits	\$22,368,100
n.	General Liability	\$939,200

Section 4.

That the City Manager is hereby authorized to transfer budgeted funds from one line item to another line item provided the transaction is not an inter-fund transfer.

Section 5.

That if any section, subsection, sentence, clause or phrase of this ordinance or the application of same to a particular set of persons or circumstances should for any reason be held to be invalid, such invalidity shall in no way affect the remaining portions

of this ordinance, and to such end the provisions of this ordinance are declared to be severable.

Section 6.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

CITY OF BEAUMONT, TEXAS

**Fiscal Year 2016
PROPOSED
ANNUAL OPERATING BUDGET**
October 1, 2015 - September 30, 2016

City Council

Becky Ames, Mayor

Mike Getz, Mayor Pro-Tem / Ward II

W. L. Pate, Jr., At Large
Gethrel Williams-Wright, At Large
Claude Guidroz, Ward II
Audwin M. Samuel, Ward III
Robin Mouton, Ward IV

Kyle Hayes, City Manager

In accordance with Local Government Code Sec. 102.005(b), this statement is being added to the Proposed Budget:

This budget will raise more total property taxes than last year's budget by \$299,000 or 0.65% and of that amount \$299,000 is tax revenue to be raised from new property added to the tax roll this year.

September 15, 2015

Consider a resolution adopting the 2016 Capital Program

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a resolution adopting the 2016 Capital Program.

BACKGROUND

Article VI, Section 20 states that “the Council shall, by resolution, adopt the Capital Program with or without amendment after the public hearing and on or before the twenty-seventh (27th) day of the last month of the current fiscal year.”

The Capital Program was originally submitted to Council on May 15, 2015. It was revised and submitted to Council on August 11, 2015, and reviewed during a work session on August 25, 2015. A public hearing was also held on August 25, 2015.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the FY 2016 Capital Program is hereby adopted. The Capital Program is substantially in the form attached hereto as Exhibit "A." A public hearing was held August 25, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

PUBLIC WORKS PROJECTS

<u>Construction Phase</u>	<u>Estimated Cost</u>	<u>Recommended Time Schedule FY 2016 - 2017</u>
Avenue A - Washington to Elgie Street	\$ 2,600,000 [1]	
Concord Road - Phase IV - East Lucas to Hwy. 105	18,000,000 [2]	
Magnolia Overlay - Fannin to Gill	4,750,000	
Northwest Parkway	9,800,000 [3]	
Old Dowlen - Dowlen to Hwy. 105	9,000,000 [3]	
South Park Relief	14,290,000 [1]	
Street Rehabilitation Program	15,000,000	
Washington - IH-10 to ML King	30,200,000 [3]	
<u>Design Phase</u>		<u>Recommended Time Schedule FY 2016 - 2017</u>
Pointe Parkway North	3,400,000	
Storm Water Master Plan	1,500,000 [4]	

[1] Includes 2009 Disaster Recovery Fund - Hurricane Ike funding.

[2] Includes Federal Highway Administration funding up to \$7,560,109.

[3] Includes Airport Oil and Gas Revenue.

[4] Three year study - Study started in 2015.

PUBLIC WORKS PROJECTS

<u>Projects for Consideration</u>	<u>Estimated Cost</u>	<u>Recommended Time Schedule FY 2016 - 2020</u>
Babe Zaharias Drive	\$ 2,300,000	
Broadway - Eleventh Street to ML King	10,000,000	
Caldwood Outfall	9,500,000	
College Street - IH-10 to Goliad	13,000,000	
Dishman - N. Major to Keith	600,000	
Dowlen - College to Walden	15,500,000	[2]
Dowlen - Delaware to Gladys	7,250,000	
Dowlen - US 69 N to Delaware	14,800,000	[1]
East Lucas - US 69 N to Pine	18,600,000	
Eleventh Street - Washington to US 69 N	26,500,000	
Folsom Extension	800,000	
Gladys Street - IH-10 to Dowlen	1,100,000	
Gulf Street - Live Oak to Delaware	3,650,000	
High School Ditch Drainage Project	12,600,000	
Irving Street - Buford to Washington	5,000,000	
Laurel - IH-10 to Office Park	6,700,000	
Long - First Street to Eleventh Street	650,000	
North Main Street - Calder to Railroad Tracks	3,000,000	
North Street - ML King to Twenty-Third	13,000,000	
Old Calder - Phelan to Arlington	800,000	
Phelan Boulevard - IH-10 to Dowlen	1,400,000	
Pine Street - IH-10 to Crockett	5,375,000	
Sabine Pass - Emmett to ML King	4,200,000	
Washington - Langham to Major	13,400,000	[3]

[1] Includes Airport Oil and Gas Revenue.

[2] Includes Federal Highway Administration funding of \$2,764,800.

[3] Includes Federal Highway Administration funding of \$3,080,000.

GENERAL IMPROVEMENT PROJECTS

<u>Construction Phase</u>	<u>Estimated Cost</u>	<u>Time Schedule FY 2016 - 2017</u>
Airport Improvement Project	\$ 4,836,000 [1]	
Fire Station No. 1 Relocation	6,500,000	
Landfill Cell Construction	1,900,000 [2]	
Riverfront Development	3,000,000	
Senior Center	6,500,000	

Projects for Consideration

**Recommended
Time Schedule
FY 2016 - 2020**

Animal Services and Adoption Center	2,600,000
Fire Headquarters Renovation	3,000,000
Fleet Service Center Improvements	2,650,000
Fleet Fire Maintenance Facility	2,120,000
Tyrrell Park Nature and Birding Center	3,500,000

[1] Municipal Airport Fund.

[2] Solid Waste Fund.

WATER AND SEWER PROJECTS

<u>Construction Phase</u>	<u>Estimated Cost</u>	<u>Recommended Time Schedule FY 2016 - 2017</u>
Water Projects:		
Automatic Flushing Devices	\$ 100,000	
Rehabilitation of Prison Elevated Storage Tank	500,000	
Water Line and Fire Hydrant Installation/Replacement	3,000,000	
Sewer Projects:		
Arthur Lane, Holiday Street, and Voth Road Lift Stations	1,500,000	
Florida Avenue Interceptor	2,000,000	
Folsom, Major Drive, & San Anselmo Lift Stations	200,000	
Harriot Street Lift Station	2,000,000	
Lift Station Repairs	600,000	
Primer Sanitary Sewer Lift Station	1,100,000	
Sewer Rehabilitation - Small Mains (Pipe Bursting)	6,000,000	
Sewer Plant Chlorine Disinfection System Improvements	2,500,000	
Sewer Plant Clarifiers Rehabilitation	3,800,000	
Water/Sewer for Street Projects:		
Avenue A - Washington To US 69 S	780,000	
Concord Road - Phase IV - East Lucas to Hwy. 105	1,368,000	
Northwest Parkway	1,500,000	
Old Dowlen - Dowlen to Hwy. 105	636,000	
South Park Water and Sewer Improvements	1,550,000	
Washington - IH-10 to ML King	3,260,000	

WATER AND SEWER PROJECTS

<u>Design Phase</u>	<u>Estimated Cost</u>	<u>Recommended Time Schedule FY 2016 - 2017</u>
Water Projects:		
Additional Water Supply System	\$ 8,000,000	
Bunns Bluff Pumping Station	2,800,000	
Drinking Water Quality Assessment	275,000	
Keith Road Water Line Installation - Phelan to Dishman Road	720,000	
Loeb Well No. 4 Additional Water Supply	6,000,000	
Rehabilitation of West Elevated Storage Tank	950,000	
Sewer Projects:		
36" Longfellow Interceptor Rehabilitation	3,000,000	
Degritter - Sewer Plant	8,000,000	
Downtown Sewer Lift Station	2,300,000	
Railroad Interceptor Rehabilitation	3,700,000	
Sabine Pass Interceptor Rehabilitation	3,800,000	
Sewer Interceptor Rehabilitation - City-Wide	6,000,000	
Sewer Interceptor Rehabilitation - Matthew Road and Phelan Blvd. to Major Drive North to Folsom	6,000,000	
Sewer Plant Electrical Improvements	1,400,000	
Sewer Plant Underground Piping Rehabilitation	1,200,000	
Sewer Plant Sludge Thickener Rehabilitation	650,000	
Wall and Avenue C Lift Station	1,400,000	
Water/Sewer for Street Projects:		
College Street - IH-10 to Goliad	1,008,000	
Dowlen - College to Walden	1,872,000	
Dowlen - US 69 N to Delaware	1,092,000	
Gladys Street - IH-10 to Dowlen	1,536,000	
Laurel - IH-10 to Office Park	588,000	
North Street - ML King to Twenty-Third	1,208,000	
Pointe Parkway North	500,000	
Washington - Langham to Major	2,076,000	

WATER AND SEWER PROJECTS

<u>Projects for Consideration</u>	<u>Estimated Cost</u>	<u>Recommended Time Schedule FY 2016 - 2020</u>
Water Projects:		
36" Transmission Line	\$ 8,800,000	
Tyrrell Park Lift Station Rehabilitation	750,000	
Sewer Plant Ground Improvements	1,000,000	
Water Plant Improvements - Phase II Construction	7,500,000	
Weiss Bluff Pumping Station	3,000,000	
Weiss Canal Stabilization	3,500,000	
Sewer Projects:		
48" Interceptor Rehabilitation	3,400,000	
66" and 21" Trunk Line Rehabilitation	4,000,000	
72" and 36" Trunk Line Rehabilitation	6,000,000	
Sewer Plant Sludge Treatment Improvements	5,900,000	
Water/Sewer for Street Projects:		
Babe Zaharias Drive	50,000	
Broadway - Eleventh Street to ML King	925,000	
Dowlen Road - Delaware to Gladys	756,000	
East Lucas - US 69 N to Pine	2,304,000	
Eleventh Street - Washington to US 69 N	528,000	
Folsom Extension	220,000	
Gulf Street - Live Oak to Delaware	624,000	
Irving Street - Buford to Washington	539,000	
North Main Street - Calder to Railroad Tracks	204,000	
Phelan Boulevard - IH-10 to Dowlen	708,000	
Pine Street - IH-10 to Crockett	528,000	
Sabine Pass - Emmett to ML King	1,020,000	

September 15, 2015

Consider an ordinance accepting the tax roll and establishing the property tax rate for the tax year 2015 (FY 2016)

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider an ordinance accepting the tax roll and establishing the property tax rate for the tax year 2015 (FY 2016).

BACKGROUND

The Jefferson County Appraisal District submitted the Certified Tax Roll on July 27, 2015, in the amount of \$6,935,933,700. Based on this taxable value, a property tax rate of \$0.69/\$100 for the tax year 2015 (FY 2016) is proposed, which is the current rate. The tax rate would be apportioned \$0.48/\$100 assessed valuation to the General Fund and \$0.21/\$100 assessed to the Debt Service Fund, which is a shift of one cent from the Debt Service Fund to the General Fund amounting to \$673,000.

As required by Section 26.05 of the Tax Code:

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of the resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE ACCEPTING THE TAX ROLL FOR THE CITY OF BEAUMONT; ESTABLISHING A TAX RATE; PROVIDING FOR LEVYING, ASSESSING AND COLLECTING OF AD VALOREM TAXES FOR THE TAX YEAR 2015 (FY 2016); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

WHEREAS, the Jefferson County Appraisal District has furnished to the City of Beaumont the re-certified tax roll for the City of Beaumont as of July 27, 2015 to be \$6,935,933,700; and,

WHEREAS, the City Council finds that the tax roll submitted by the Jefferson County Appraisal District should be accepted and that a tax rate in the amount of \$0.69 per each \$100 of value for the tax year 2015 (FY 2016) should be established based upon said roll; and,

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

NOW THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

Section 1.

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted.

Section 2.

That the tax roll submitted to the City Council by the Jefferson County Appraisal District, a summary of which is attached as Exhibit "A", and showing the total net

taxable assessed value of all property within the City to be \$6,935,933,700 is hereby approved and accepted by the City of Beaumont.

Section 3.

That there shall be and is hereby levied and shall be assessed and collected for the tax year 2015 (FY 2016), for municipal purposes only, an ad valorem tax rate of \$0.69 on each \$100 worth of property value located within the city limits of the City of Beaumont made taxable by law, which said taxes, when collected, shall be for the purposes hereinafter set forth as follows:

General Fund	\$0.48
Debt Service Fund	\$0.21

Section 4.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable.

Section 5.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

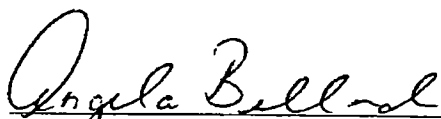
STATE OF TEXAS

COUNTY OF JEFFERSON

CERTIFICATION OF 2015 APPRAISAL ROLL FOR City of Beaumont

I, Angela Bellard, Chief Appraiser for the Jefferson County Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Roll of the Jefferson County Appraisal District that lists property taxable by and constitutes the appraisal roll for City of Beaumont.

July 27, 2015
Date

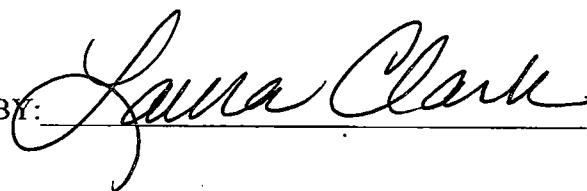


Angela Bellard, RPA, RES
Chief Appraiser
Jefferson County Appraisal District

2015 APPRAISAL ROLL INFORMATION

2015 Market Value	\$7,776,816,830
2015 Taxable Value	\$6,935,933,700

RECEIVED BY:



DATE:

7/27/15

2015 CERTIFIED TOTALS

221 - CITY OF BEAUMONT

Property Count: 64,875

Grand Totals

7/27/2015

7:37:37AM

Land		Value			
Homesite:		289,283,037			
Non Homesite:		674,725,325			
Ag Market:		34,067,091			
Timber Market:		2,906,640	Total Land	(+)	1,000,982,093
Improvement		Value			
Homesite:		2,386,725,851			
Non Homesite:		2,633,539,881	Total Improvements	(+)	5,020,265,732
Non Real		Count	Value		
Personal Property:	7,575		1,753,231,764		
Mineral Property:	206		2,337,241		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					1,755,569,005
					7,776,816,830
Ag	Non Exempt	Exempt			
Total Productivity Market:	36,973,731	0			
Ag Use:	418,024	0	Productivity Loss	(-)	36,366,759
Timber Use:	188,948	0	Appraised Value	=	7,740,450,071
Productivity Loss:	36,366,759	0			
			Homestead Cap	(-)	3,422,600
			Assessed Value	=	7,737,027,471
			Total Exemptions Amount (Breakdown on Next Page)	(-)	801,093,771
			Net Taxable	=	6,935,933,700

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 47,857,942.53 = 6,935,933,700 * (0.690000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2015 CERTIFIED TOTALS

Property Count: 64,875

221 - CITY OF BEAUMONT

Grand Totals

7/27/2015

7:37:44AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	1,769	29,773,813	0	29,773,813
DPS	19	315,000	0	315,000
DV1	105	0	594,060	594,060
DV1S	8	0	40,000	40,000
DV2	56	0	423,600	423,600
DV3	63	0	621,640	621,640
DV4	369	0	4,238,736	4,238,736
DV4S	13	0	156,000	156,000
DVHS	203	0	21,374,498	21,374,498
DVHSS	9	0	941,330	941,330
EX-XA	9	0	1,597,420	1,597,420
EX-XA (Prorated)	4	0	280,126	280,126
EX-XG	6	0	1,156,820	1,156,820
EX-XI	12	0	2,459,530	2,459,530
EX-XJ	41	0	17,448,950	17,448,950
EX-XL	3	0	2,088,960	2,088,960
EX-XU	99	0	2,735,860	2,735,860
EX-XV	3,620	0	541,136,183	541,136,183
EX-XV (Prorated)	16	0	771,690	771,690
EX366	73	0	16,570	16,570
FR	28	0	0	0
GIT	1	31,437,470	0	31,437,470
LIH	2	0	2,990,980	2,990,980
OV65	7,993	137,338,395	0	137,338,395
OV65S	60	1,012,190	0	1,012,190
PC	1	143,950	0	143,950
Totals		200,020,818	601,072,953	801,093,771

2015 CERTIFIED TOTALS

Property Count: 64,875

221 - CITY OF BEAUMONT

Grand Totals

7/27/2015

7:37:44AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	37,050		\$42,859,541	\$3,515,701,474
B	MULTIFAMILY RESIDENCE	669		\$516,690	\$310,400,538
C1	VACANT LOTS AND LAND TRACTS	10,896		\$186,480	\$97,363,354
D1	QUALIFIED AG LAND	218	7,120.0377	\$0	\$36,973,731
D2	NON-QUALIFIED LAND	8		\$24,300	\$72,540
E	FARM OR RANCH IMPROVEMENT	427	6,279.4226	\$90,920	\$50,486,008
F1	COMMERCIAL REAL PROPERTY	3,132		\$27,742,770	\$1,323,862,601
F2	INDUSTRIAL REAL PROPERTY	88		\$2,110,570	\$108,386,710
G1	OIL AND GAS	200		\$0	\$2,337,241
H2	GOODS IN TRANSIT	1		\$0	\$31,437,470
J2	GAS DISTRIBUTION SYSTEM	24		\$0	\$9,813,490
J3	ELECTRIC COMPANY (INCLUDING CO-OP	91		\$0	\$123,109,750
J4	TELEPHONE COMPANY (INCLUDING CO-	19		\$0	\$27,464,470
J5	RAILROAD	55		\$0	\$35,874,950
J6	PIPELAND COMPANY	161		\$1,000	\$53,777,910
J7	CABLE TELEVISION COMPANY	7		\$0	\$12,740,890
J8	OTHER TYPE OF UTILITY	117		\$0	\$16,200,960
L1	COMMERCIAL PERSONAL PROPERTY	6,827		\$60,000	\$831,329,644
L2	INDUSTRIAL PERSONAL PROPERTY	157		\$0	\$559,087,080
M1	TANGIBLE OTHER PERSONAL, MOBILE H	397		\$67,810	\$2,937,480
O	RESIDENTIAL INVENTORY	405		\$2,859,320	\$11,182,300
S	SPECIAL INVENTORY TAX	92		\$0	\$43,593,150
X	TOTALLY EXEMPT PROPERTY	3,885		\$27,944,460	\$572,683,089
	Totals		13,399.4603	\$104,463,861	\$7,776,816,830

2015 CERTIFIED TOTALS

Property Count: 64,875

221 - CITY OF BEAUMONT

Grand Totals

7/27/2015

7:37:44AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A		9		\$65,791	\$245,903
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	33,810		\$42,702,580	\$3,316,815,028
A2	REAL, RESIDENTIAL, MOBILE HOME	7		\$0	\$174,740
A5	TOWNHOME/PATIOH/GARDENH/CONDOS	2,966		\$0	\$196,314,443
A7	REAL/RES/MH 5 AC/LESS-BY OWNER	258		\$91,170	\$2,151,360
B		3		\$0	\$3,037,613
B1	REAL, RESIDENTIAL, APARTMENTS	251		\$486,600	\$291,404,260
B2	REAL, RESIDENTIAL, DUPLEXES	377		\$30,090	\$13,561,015
B4	"REAL, RESIDENTIAL(FOUR PLEXES)"	38		\$0	\$2,397,650
C1	REAL, VACANT PLATTED RESIDENTIAL L	9,534		\$7,080	\$57,911,168
C2	REAL, VACANT PLATTED COMMERCIAL L	1,362		\$179,400	\$39,452,186
D1	REAL, ACREAGE, RANGELAND	218	7,120.0377	\$0	\$36,973,731
D2	REAL, ACREAGE, TIMBERLAND	8		\$24,300	\$72,540
D3	REAL, ACREAGE, FARMLAND	15		\$90,920	\$1,034,410
D4	REAL, ACREAGE, UNDEVELOPED LAND	363		\$0	\$35,752,558
D5	UNFILLED LAND	1		\$0	\$90
D9	RIPIRAP	1		\$0	\$181,720
E1	REAL, FARM/RANCH, HOUSE	45		\$0	\$13,415,180
E7	MH ON REAL PROP (5 AC/MORE) MH	2		\$0	\$102,050
F1	REAL, Commercial	3,132		\$27,742,770	\$1,323,862,601
F2	REAL, Industrial	47		\$2,110,570	\$25,580,770
F5	OPERATING UNITS ACREAGE	29		\$0	\$3,225,380
F9	INDUSTRIAL APPR BY CAPITOL	12		\$0	\$79,580,560
G1	OIL AND GAS	200		\$0	\$2,337,241
H2	GOODS IN TRANSIT	1		\$0	\$31,437,470
J2	REAL & TANGIBLE PERSONAL, UTILITIES,	24		\$0	\$9,813,490
J3	REAL & TANGIBLE PERSONAL, UTILITIES,	91		\$0	\$123,109,750
J4	REAL & TANGIBLE PERSONAL, UTILITIES,	19		\$0	\$27,464,470
J5	REAL & TANGIBLE PERSONAL, UTILITIES,	55		\$0	\$35,874,950
J6	REAL & TANGIBLE PERSONAL, UTILITIES,	161		\$1,000	\$53,777,910
J7	REAL & TANGIBLE PERSONAL, UTILITIES,	7		\$0	\$12,740,890
J8	REAL & TANGIBLE PERSONAL, UTILITIES,	117		\$0	\$16,200,960
L1	TANGIBLE, PERSONAL PROPERTY, COMM	6,827		\$60,000	\$831,329,644
L2	TANGIBLE, PERSONAL PROPERTY, INDU	157		\$0	\$559,087,080
M1	TANGIBLE OTHER PERSONAL, MOBILE H	397		\$67,810	\$2,937,480
O1	INVENTORY, VACANT RES LAND	405		\$2,859,320	\$11,182,300
S	SPECIAL INVENTORY	92		\$0	\$43,593,150
X		3,885		\$27,944,460	\$572,683,089
	Totals		7,120.0377	\$104,463,861	\$7,776,816,830

Residential - A, B

Commercial, etc - F, L

Utilities - J

Vacant - C, D, E

Minerals - G

Other Personal - M, O, S, X

September 15, 2015

Consider an ordinance ratifying the budgeted property tax increase reflected in the FY 2016 Budget



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider an ordinance ratifying the budgeted property tax increase reflected in the FY 2016 Budget.

BACKGROUND

Section 102 of the Local Government Code includes the following: "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to the tax rate required by Chapter 26, Tax Code, or other law."

Although the tax rate is remaining at \$0.69 per \$100 assessed valuation, the budgeted revenue from property taxes is expected to be \$299,000 more than FY 2015. This amount is all attributable to new property added to the tax roll this year.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of a the resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE RATIFYING THE BUDGETED
PROPERTY TAX INCREASE REFLECTED IN THE FY 2016
BUDGET.

WHEREAS, the proposed FY 2016 budget will raise more total property taxes than last year's budget by \$299,000 or 0.65%; and,

WHEREAS, the adoption of a budget that will raise more revenue from property taxes than in the previous year requires a vote separate from and in addition to the vote to adopt the budget;

NOW THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

Section 1.

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted.

Section 2.

That the property tax increase reflected in the budget which will raise more total property taxes than last year's budget by \$299,000 be and the same is hereby, by separate vote, ratified.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

September 15, 2015

Consider a request to abandon a 20' general utility easement in Block 1 of the McFaddin Heights Additions, Beaumont, Jefferson County, Texas



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Director of Planning and Community Development

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a request to abandon a 20' general utility easement in Block 1 of the McFaddin Heights Additions, Beaumont, Jefferson County, Texas.

BACKGROUND

Mr. Chaudhry Bashir, on behalf of Arain, LLC, has applied for the abandonment of a 0.06 acre general utility easement. The property is located near the intersection of Martin Luther King Parkway and Isla Street on the north side of Interstate 10 East.

Mr. Bashir would like to construct a new convenience store at this location, but the property he owns is divided by this utility easement. Once the easement is abandoned, he would like to replat the property in preparation for construction.

At a Joint Public Hearing held August 17, 2015, the Planning Commission recommended 7:0 to approve the request to abandon a 20' general utility easement in Block 1 of the McFaddin Heights Additions, Beaumont, Jefferson County, Texas, with the following condition:

1. Applicant provides assurance that Centerpoint Entergy and any other entity with rights to the easement provides their consent.

Centerpoint Entergy 4has provided the attached release of easement, and all other entities have given their consent.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of ordinance.

RELEASE OF EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, under the platting and dedication of that certain subdivision known as McFaddin Heights Addition, certain utility easements were dedicated as reflected by the official plat of said subdivision, recorded in Volume 6, Page 196 of the Map Records of Jefferson County, Texas; and,

WHEREAS, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations has been requested to release its right of use of that portion of dedicated easement in Lots 1, 2 and 3, in Block 1, which CenterPoint Energy Resources Corporation, is willing to do;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, CenterPoint Energy Resources Corporation, has **RELEASED**, and does by these presents **FOREVER RELEASE**, all of its right of use of the following portion of the aforesaid dedicated easements, which released portion is described as follows:

That certain dedicated twenty (20) foot wide utility easement located westerly of and adjoining the entire easterly line of said Lots 1, 2, and 3, in Block 1.

This is a partial release, which affects only that part of the easement described in the preceding paragraph and which does not in any manner affect the rights of

CenterPoint Energy Resources Corporation, to use the remainder of the dedicated easements in the aforesaid subdivision.

EXECUTED this 4th day of Sept., 2015.

CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations

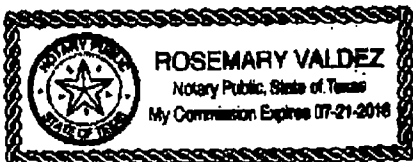
BY: 

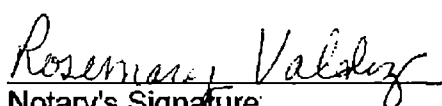
Mark L. Kouwe, Manager Surveying & Right of Way Division
Agent & Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on September 4, 2015, by Mark L. Kouwe, Manager of the Surveying & Right of Way Division of CenterPoint Energy Houston Electric, LLC, Agent and Attorney-in-Fact for CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations, on behalf of said corporation.




Notary's Signature

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77234-1700

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

2015 Sep 08 01:56 PM Fee: \$ 30.00

2015029226

CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY TEXAS

Electronically Recorded

**APPLICATION FOR RIGHT-OF-WAY
OR UTILITY EASEMENT ABANDONMENT
CITY OF BEAUMONT, TEXAS**

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)

OR ABANDON A RIGHT-OF-WAY BUT RETAIN A UTILITY EASEMENT.

NAME OF APPLICANT: CHAUDHRY BASHIR

PHONE: 409-365-9507 FAX: 409-962-5760

AUTHORITY OF APPLICANT: 100% OWNER

NAME OF OWNER: ARAIN LLC (CHAUDHRY BASHIR)

PHONE: 409-365-9507 FAX: 409-962-5760

ADDRESS: 7335 BRAZOS AVE PORT ARTHUR TX 77642

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: SOLE OWNER

PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT) VACANT LOTS

ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY:

*Re plate all lots as per survey to one
in construction of c/store.*

LOT NO. 1, 2, PT OF 3 OR TRACT _____

BLOCK NO. 1 PLAT _____

ADDITION Replat of McFaddin Heights SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE
LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE \$300.00 APPLICATION FEE, THE ACTUAL COST OF NECESSARY APPRAISALS AND
TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST
IN THE PROPERTY SHALL BE CHARGED.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT: *Bashir Chaudhry* DATE: 6-22-2015

PLEASE TYPE OR PRINT AND SUBMIT TO:

FILE NUMBER: 858-0B

DATE RECEIVED: 6/23/15

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, SUITE 201
BEAUMONT, TX 77701
Phone - (409) 880-3764
Fax - (409) 880-3133

APPLICATION FOR PUBLIC RIGHT-OF-WAY, ALLEY OR UTILITY EASEMENT ABANDONMENT

Application Ownership List

Date: 6-22-2015

I, the undersigned, being the sole owners of all the property abutting the proposed abandonment
of Lot 1, 2, PT of 3 Block #1 of attached
Survey, hereby respectfully petition
that the right-of-way, alley, or utility easement be closed and abandoned.

OWNER and ADDRESSLot
(tract)Block
(tax plat)Addition
(survey)ARAIN LLC1, 2, PT of 3 #1attached.CHAUDHRY BASHIR7335 BRAZOS AVE PORT ARTHURTX 77642

NOTE: Please print or type your name and then use signature. Separate sheets may be used.

FAUST Engineering and Surveying, Inc.

Professional Engineers and Professional Surveyors
E-MAIL ADDRESS INFO@FAUSTENG.COM
2525 Calder Street
Beaumont, Texas 77702
Surveying Firm Registration No. 100024-00
Engineering Firm Registration No. 4800

Telephone (409) 813-3410
Fax (409) 813-3484

June 22, 2015

City of Beaumont
Planning and Zoning Division
801 Main Street
Beaumont, Texas 77701

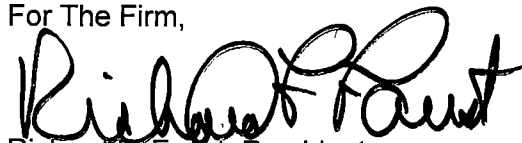
To Whom It May Concern:

Re: Utility Easement at Rear of Lots 1, 2, and 3, McFaddin Heights Addition
As Shown on Map Recorded in Volume 6, Page 196, Map Records of Jefferson
County

Mr. Chaudhry Bashir, Arain, LLC, is now the owner of the property described on the attached survey and he is also now the owner of the adjacent property noted on the survey as being owned by Daniel Jones, Sr., Clerk's File No. 2007041810, of the Real Property Records of Jefferson County. Mr. Bashir wants to replat the property shown on the survey and the property shown as being owned by Daniel Jones, Sr., into one piece of property. Prior to doing that, however, he is requesting that the above-referenced easement be abandoned so that he may construct a convenience store on the property and not encroach into the easement as it is described. All City of Beaumont building requirements, i.e. setback lines, etc., would be met in the construction of the new convenience store.

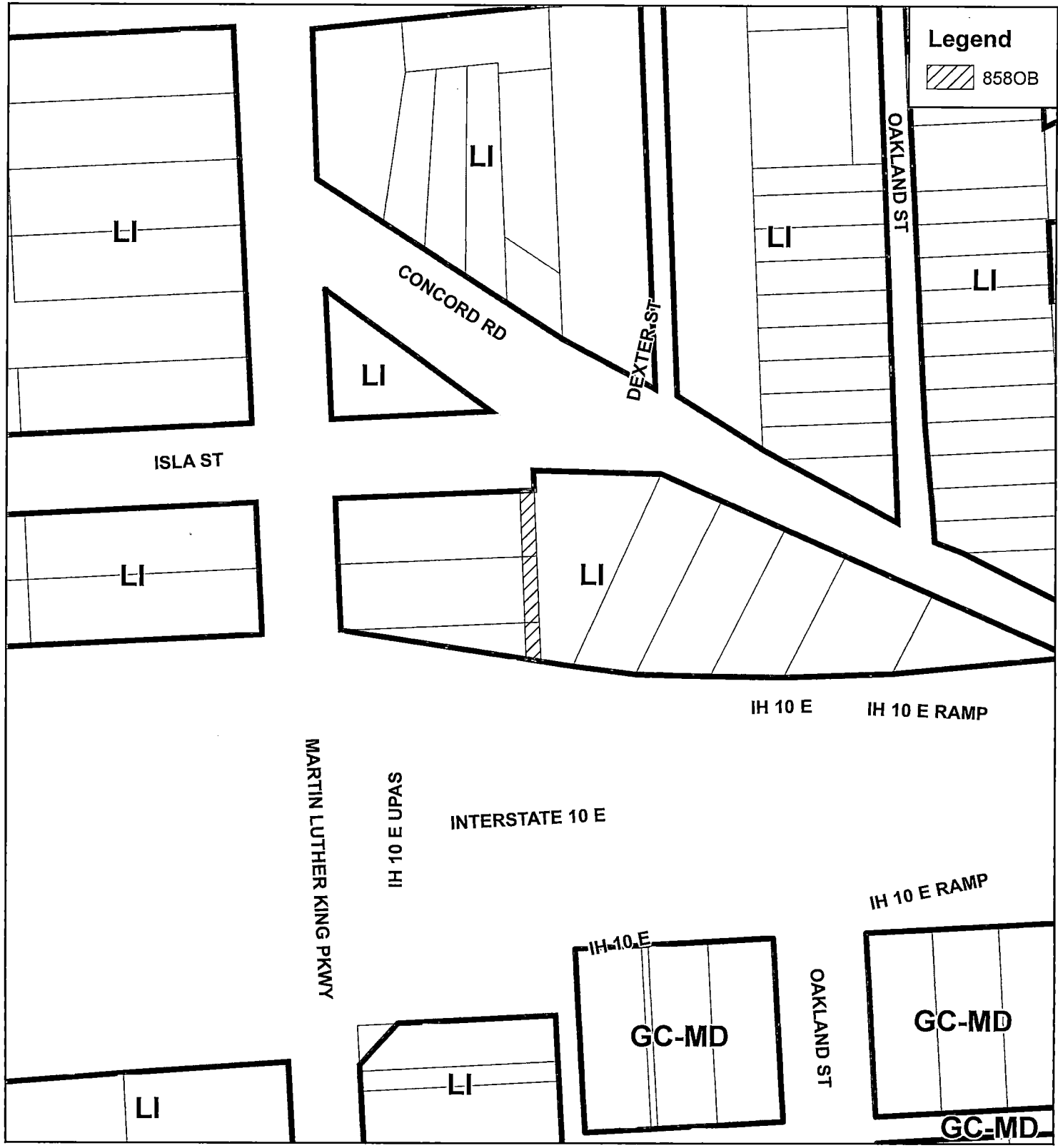
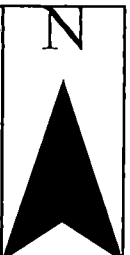
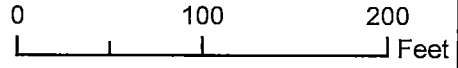
Attached is Mr. Bashir's Application For Right-Of-Way or Utility Easement Abandonment and the associated fee in the amount of \$300.00. Your approval of this request would be appreciated. If you have any questions, I may be reached by telephone at 409-813-3410.

For The Firm,



Richard F. Faust, President
Faust Engineering and Surveying, Inc.
Registered Professional Land Surveyor No. 4782

File 858-OB: A request to abandon a 20' general utility easement in Block 1 of the
McFaddin Heights Additions, Beaumont, Jefferson County, Texas
Location: Block 1, McFaddin Heights Addition
Applicant: Chaudhry Bashir



ORDINANCE NO.

ENTITLED AN ORDINANCE VACATING AND
ABANDONING A 20' GENERAL UTILITY EASEMENT IN
BLOCK 1 OF THE MCFADDIN HEIGHTS ADDITION, CITY
OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Chaudhry Bashir, on behalf of Arain, LLC, has applied for an abandonment of a 20' general utility easement in Block 1 of the McFaddin Heights Addition, City of Beaumont, Jefferson County, Texas, containing 0.06 acres, more or less, as described in Exhibit "A" and shown on Exhibit "B," attached hereto; and,

WHEREAS, the City Council has considered the purpose of said abandonment and is of the opinion that the general utility easement is no longer necessary for utility purposes and the abandonment of said general utility easement is in the best interest of the City and should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT a 20' general utility easement in Block 1 of the McFaddin Heights Addition, City of Beaumont, Jefferson County, Texas, containing 0.06 acres, more or less, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, be and the same is hereby vacated and abandoned and that title to such property shall revert to and become the property of the persons entitled thereto by law.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of
September, 2015.

- Mayor Becky Ames -

FAUST Engineering and Surveying, Inc.

Professional Engineers and Professional Surveyors
E-MAIL ADDRESS INFO@FAUSTENG.COM
2525 Calder Street
Beaumont, Texas 77702
Surveying Firm Registration No. 100024-00
Engineering Firm Registration No. 4800

Telephone (409) 813-3410
Fax (409) 813-3484

***FIELD NOTE DESCRIPTION
FOR A
0.06 ACRE TRACT
OUT OF
BLOCK 1
OF THE
REPLAT OF MCFADDIN HEIGHTS ADDITION
JEFFERSON COUNTY, TEXAS***

JULY 14, 2015

THAT CERTAIN 0.06 acre tract or parcel of land out of Block 1 of the Replat of McFaddin Heights Addition, a plat recorded in Volume 6, Page 196, of the Map Records of Jefferson County, Texas, and being a 20 foot utility easement adjacent to the east line of Lots 1, 2 and 3 of said Block 1 and being more particularly described by metes and bounds as follows:

(BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, CONVERGENCE 02°23'45", SCALE FACTOR 0.999951346, NAD 1983)

BEGINNING at a 1/2" rebar found in the south line of Isla Avenue and being the northeast corner of Lot 1, Block 1, of the said McFaddin Heights Replat; said rebar being the northeast corner of the herein described tract;

THENCE South 02°24'28" East (called South) along the east line of said Block 1, a distance of 129.53 feet to a 5/8" rebar found on the north line of Interstate 10; said rebar being the southeast corner of the herein described tract;

THENCE North 81°16'27" West (called North 78°53'20" West) along the north right-of-way line of Interstate Highway 10, a distance of 20.38 feet to a point being the southwest corner of the herein described tract;

THENCE North 02°24'28" West (called North) 20 feet from and parallel to the said east line of Block 1, a distance of 125.61 feet to a point on the said south line of Isla Avenue; said point being on the north line of said Lot 1 and being the northwest corner of the herein described tract;

THENCE North 87°37'38" East (called South 89°59'13" East) along the south right-of-way line of said Isla Avenue and the north line of said Lot 1, a distance

Field Note Description

of 20.00 feet (called 20.00 feet) to the **POINT OF BEGINNING** and containing 0.06 acres of land, more or less.

This description and the accompanying plat were prepared from a Survey prepared under the supervision of Richard F. Faust, P.E., Registered Professional Land Surveyor No. 4782 on July 14, 2015.

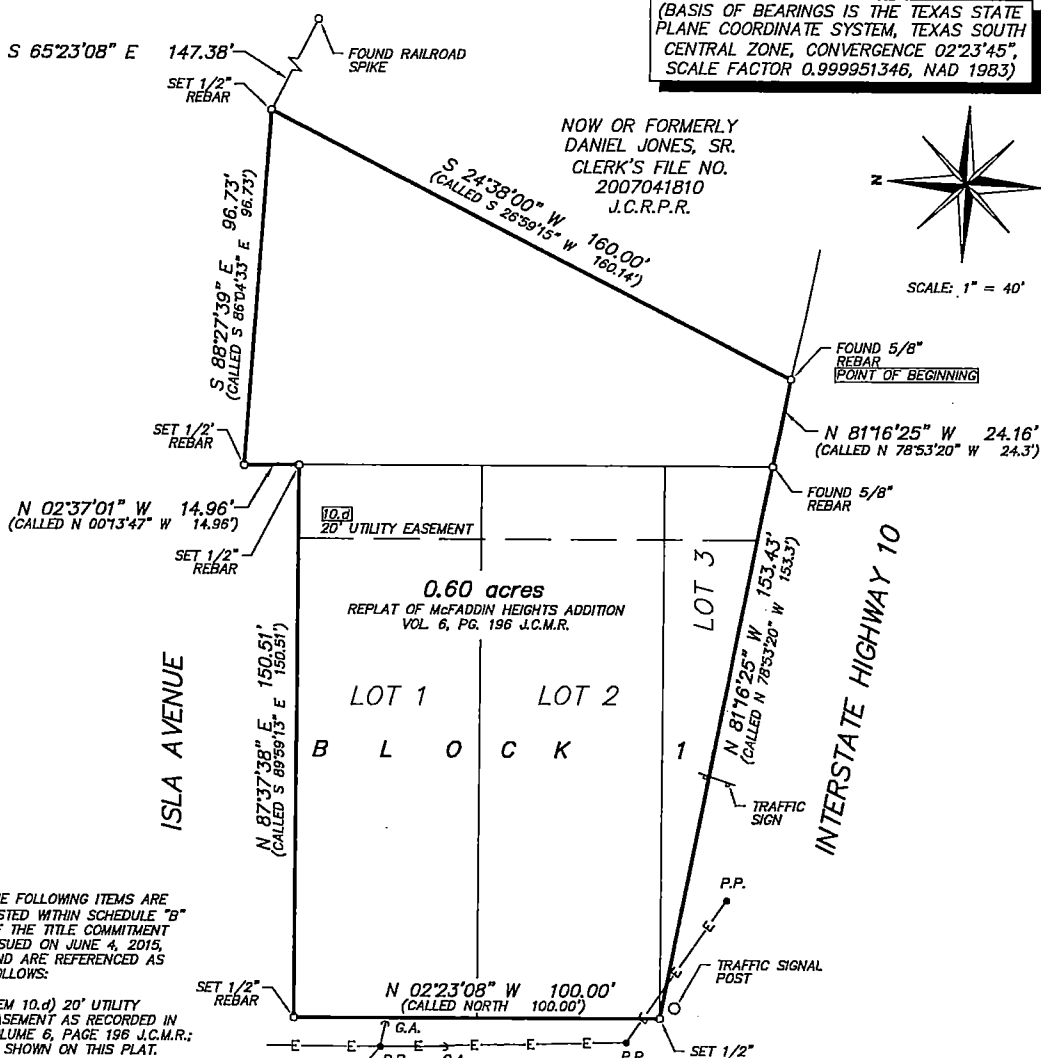
Richard F. Faust, P.E.
Registered Professional Land Surveyor No. 4782

SURVEY LEGEND

—E—E—ELECTRIC LINE	CONCRETE SURFACE	SWIMMING POOL	A.C. AIR CONDITIONING UNIT	== == WOOD FENCE
—PL—PL—PIPELINE	COVERED AREA	DITCH	° P.P. POWER POLE	—//— CHAIN LINK FENCE
—T—T—TELEPHONE LINE	ROCK OR GRAVEL	LAWN	STREETLIGHT	—X— BARBED WIRE FENCE

CLIENT: ARAIN LLC

GF#: 18935-MM



THE FOLLOWING ITEMS ARE LISTED WITHIN SCHEDULE "B" OF THE TITLE COMMITMENT ISSUED ON JUNE 4, 2015, AND ARE REFERENCED AS FOLLOWS:

ITEM 10.d) 20' UTILITY EASEMENT AS RECORDED IN VOLUME 6, PAGE 196 J.C.M.R.; IS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE:

MARTIN LUTHER KING JR PARKWAY

I do hereby certify to the best of my knowledge and belief that this is an accurate plat of a survey made on the ground, under my supervision, showing above ground improvements and visible encroachments, as of JUNE 5, 2015. The above tract being located at MARTIN LUTHER KING, JR PARKWAY, BEAUMONT, TEXAS 77703. The tract being described as 0.60 ACRE TRACT OR PARCEL OF LAND OUT OF THE JAMES DRAKE SURVEY, ABSTRACT NO. 18, JEFFERSON COUNTY, TEXAS, AND BEING THE SAME TRACT AS TRACT TWO CONVEYED TO DONALD F O'BRIEN, JR. AS DESCRIBED IN CLERK'S FILE NUMBER 2003045798 OF THE REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS (SEE ATTACHED LEGAL DESCRIPTION). In accordance with Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency, the subject tract is located in Flood Zone noted below. The location of the property was determined by scale. Actual field elevation was not determined, unless requested. FAUST Engineering and Surveying, Inc. does not warrant or subscribe to the accuracy of said map.

© 2015 FAUST Engineering and Surveying, Inc.

All rights reserved

THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

Richard F. Faust

RICHARD F. FAUST
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4782
ENGINEERING FIRM REGISTRATION NO. 4800
SURVEYING FIRM REGISTRATION NO. 100024-00

SURVEYOR'S NOTES:

Date: JUNE 7, 2015

Census Tract: 9

FEMA Flood Zone: X

Community Panel NO.:

485457-0020 C

Panel Date: 8/6/02

Field Book No.: 15-4

Project No. 150184

Faust

ENGINEERING AND SURVEYING, INC.

2525 CALDER STREET ■ BEAUMONT, TEXAS 77702
(409) 813-3410 ■ FAX (409) 813-3484

EXHIBIT "B"



September 15, 2015

Consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department



TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department.

BACKGROUND

The Code of Ordinances currently authorizes two Captain positions. Former Captain Jim Clay was recently promoted to Assistant Chief and former Captain David G. Durst recently retired, leaving these two positions vacant. Chief Singletary would like the City Council to eliminate the two Captain positions and add two Sergeant positions. The total number of authorized positions in the Police Department would remain at 260.

Chief Singletary will evaluate the new management structure for three to six months before making a recommendation regarding Captain positions in the future.

RECOMMENDATION

Approval of the amended ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING SECTION 2.03.075 OF THE CODE OF ORDINANCES BY DECREASING THE NUMBER OF GRADE IV CAPTAIN POSITIONS FROM TWO (2) TO ZERO (0) AND INCREASING THE NUMBER OF GRADE II SERGEANT POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM FORTY-TWO (42) TO FORTY-FOUR (44); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

Section 1.

That Chapter 21, Section 2.03.075, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to decrease the number of Grade IV Captain positions in the Beaumont Police Department from two (2) to zero (0) and increase the number of Grade II Sergeant positions in the Beaumont Police Department from forty-two (42) to forty-four (44).

Section 2.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance and, to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 3.

All ordinance or parts of ordinances in conflict herewith, including conflicting portions of the City Budget, are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of
September, 2015.

- Mayor Becky Ames -


September 15, 2015

Consider a resolution approving the write-off of uncollectible delinquent accounts



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider a resolution approving the write-off of uncollectible delinquent accounts.

BACKGROUND

This request is in accordance with the write-off policy approved by City Council on December 21, 1999. The policy gives Council the final authority to write-off an individual account receivable identified as uncollectible when the balance due exceeds \$1,000.00. Accounts included are for transactions prior to August, 2014 which have been sent to the collection agency and collection efforts have been unsuccessful for more than one year. A summary by receivable type is shown below.

Building Code Charges - \$3,380.54
Original Charges date from 2006.

Landfill Charges - \$8,608.00
Original Charges date from 2013.

Water Miscellaneous Charges - \$2,000.00
The charge was for a water pretreatment fine dated 2011.

Weed Abatement Charges - \$222,401.07
Original charge dates range from 2005 to 2014.

Small Business Loan - \$22,500.00
Charges are from a defaulted Small Business Revolving Loan Fund loan for which HUD instructed the City to reimburse the grant funds. The loan is to be written off for the purposes of the Small Business Revolving Loan Fund. A default judgment was filed against the customer. Charges are dated 2012.

Write-off Delinquent Accounts
September 15, 2015

EMS Ambulance Charges - \$490,037.55

These charges from ambulance transports include uninsured claims or co-pay and deductibles that the customer is responsible for. The original charge dates range from 2004 to 2014 and accounts have been uncollectible for at least one year.

If at any time an account becomes collectible after having been written off, the receivable shall be adjusted accordingly. The balance of the account shall be reinstated and payments shall be applied to that balance.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the write-off of the following uncollectible delinquent accounts totaling \$748,927.16 for which each individual account exceeds \$1,000, as shown on Exhibit "A" attached hereto:

Building Code Charges	\$3,380.54
Landfill Charges	\$8,608.00
Water Miscellaneous Charges	\$2,000.00
Weed Abatement Charges	\$222,401.07
Small Business Loan	\$22,500.00
EMS Ambulance Charges	\$490,037.55

BE IT FURTHER RESOLVED THAT if, at any time, an account becomes collectible after having been written off, the receivable shall be adjusted accordingly and the balance of the account shall be reinstated and payments shall be applied to that balance.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of September, 2015.

- Mayor Becky Ames -

WRITE OFF REQUEST - September 2015
ACCOUNTS \$1000 and GREATER

BY CODE

Building Codes	3,380.54
Landfill	8,608.00
Water Miscellaneous	2,000.00
Weed	222,401.07
Small Business	22,500.00
EMS	490,037.55
Total	748,927.16

BY CUSTOMER

ADAMS WILLIAM J	1,069.50
ADAMS, MARK	1,740.00
ADAWAY, WILLIS	1,560.00
AILES, CHERYL ANN	2,655.00
ALEX, EDWARD ESTATE	1,917.14
ALFARO, IMELDA GUADALUPE	1,595.00
ALI & NAHID	1,209.25
ALI, MUHAMMAD ISA	1,075.00
ALLEN, TARNEKA	4,280.00
AMOS, MICHAEL	1,655.00
ANDERSON, DONNA	820.00
ANDERSON, DONNA	835.00
ARCELLA	2,962.00
ARCENEUX, JEREMY	3,185.00
ARDOIN, JARVIS	3,235.00
ARDOIN, TERRANCE	1,610.00
ARTMORE, RACHEL MARIE	3,370.00
BABINEUX, GUSSIE ET UX	1,170.80
BALL, DAVID	1,740.00
BALL, MICHAEL RAY	2,400.00
BANKS, JASON	2,370.00
BARNETT, TAHMEKIA	1,015.00
BARROW, PATRICIA	2,490.00
BARRY IVAN I	1,076.00
BARRY, FLORENCE	2,610.00
BARRY, MONTY ET AL	1,933.50
BASS, KAREN	1,590.00
BASS, LAURA LEE	1,640.00
BATISTE JUNIUS C	1,307.40
BAYTOWN SEAFOOD	2,000.00
BEATY, JENNIFER	1,015.00
BEAUMONT CHARTER ACADEMY	2,152.88
BEAUMONT DEMOLITION GROUP	2,695.00
BELGARD, MISTY	1,725.00
BELL, LA'MARKUS	1,030.00

BELLARD LOUISE	1,918.00
BENDY, GRACE	1,700.00
BENNETT, WILLIAM	755.00
BENNETT, WILLIAM	835.00
BENOIT, JOSHUA	1,575.00
BERGEAUX, CIERA	1,660.00
BERNARD VIRA JEAN	1,217.34
BERTRAND, JOHN	1,700.00
BITTLE, ALLEN DEWIGHT	1,495.00
BLAND, DONNIE LOUIS ET U	1,620.00
BOCK, GISELE	2,460.00
BOOKER, JASMINE	1,685.00
BOUTTE, ALLEN WAYNE	1,560.00
BRANHAM, TRISTAN	1,670.00
BRAY, KATIE	1,655.00
BREED, YVETTE LATRICE	1,605.00
BROOKS, ERIC	4,340.00
BROOKS, VICTORIA	1,460.00
BROSNAHAN BRUCE E	2,237.83
BROUSSARD HARRY JR	1,410.00
BROWN, ANGELITA	1,655.00
BROWN, FREDERICK JOSEPH	1,575.00
BROWN, MARY	165.00
BROWN, MARY	865.00
BUCKLEY BEULAH ESTATE	1,020.00
BUCKLEY DARLINE/RACHEL B	1,003.80
BURKE, GARY	1,015.00
BURROWS MILLARD C JR ET	1,201.16
BURTON WALTER	1,224.06
CALHOUN, VIRGINIA MARIE	1,015.00
CAMPBELL, ANTHONY	1,629.64
CAMPBELL, JONNIE	1,910.00
CAMPBELL, MICHAEL	1,336.32
CANE, MIRANDA	1,570.00
CARL, CARRIE	1,640.00
CAROL STEPHENS (TRUST AC	1,392.00
CARTER VERLINE (DECEASED	1,930.00
CASSIMERE, ISIAH	6,763.14
CASTRO, ROSA	3,325.00
CAUDLE W T	2,580.00
CEASER, KEISHA	1,730.00
CHADWICK, SCOTT	1,640.00
CHAMPAGNE, JASON	1,575.00
CHAVEZ, RICARDO	1,560.00
CHISOM, KEYVONA RASHELL	1,530.00
CHOPANE, IVORY MICHELLE	2,505.00
CLARK, LACREE DEANNE	3,915.00
COCO CONCETTA MRS	2,049.25
COLA PETER EST	1,505.00

COLE, DELLA (DECEASED)	1,075.00
COLEMAN, AUGUST	1,665.00
COLLIER, TRACY	3,240.00
COLLINS, IMAN	1,585.00
COLLINS, NATHAN	1,625.00
COON, AMIE	1,655.00
COURTS, HAROLD WARREN	1,480.00
COXEFF BESSIE	1,300.00
CRAVENS, PATRICK A	2,934.50
CRAWFORD, ELIZABETH	1,625.00
CRITTLE BARBARA	1,029.60
CROSLAND, EUGENE L (DEC	1,596.25
CSB CONSTRUCTION	1,626.25
DAVENPORT, LATOISHA ROCHEL	1,680.00
DAVIS RICHARD LEE	1,183.75
DAVIS, BETTY	1,146.43
DAVIS, HELEN (DECEASED)	1,190.12
DAVIS, JAMES EVERETTE	3,090.00
DAVIS, MARY	1,640.00
DEAL, SHON KEITH	1,015.00
DEBINE, TERRY	1,770.00
DENVER, MARIA	1,545.00
DEYOUNG JOHN	3,053.75
DICKSON INVESTMENT CO	1,184.60
DICKSON, JAMES MONROE	1,182.80
DICKSON, LEONARD	1,625.00
DOE, JOHN	1,673.00
DONALD, SCHLONDA CHANEL	1,549.20
DORN, STEVEN DALE	2,400.00
DOUGLAS, STEPHANIE	1,795.00
DRAPER, GINA RENEE	1,595.00
DREW, TIMOTHY	1,655.00
DUNN, DAVID	1,540.00
DUPLECHAIN IRENE	3,482.44
EAST, GUY WILBURN	1,297.47
EGLAND, GENEVA	1,342.50
ELLIOTT, CEDRIC	1,680.00
ELLSWORTH, CARLETON	2,320.00
ELSWICK MARSHAL	1,100.75
ERVIN, PAMELA	1,715.00
ETHRIDGE, STANLEY	3,980.00
EVANS, CHRIS	1,015.00
FARQUHAR, BOBBY	3,215.00
FAULKER, YOLANDA	1,775.00
FIELDS, JOHN E	2,435.75
FLANAGAN, RILLA MAE M	1,025.00
FONTENOT, MARION (ESTATE	1,250.00
FRANKLIN, CATHY JO	2,490.00
FRANSAW, JOSE REYMONT	1,625.00

FREEMAN, CHARLES	1,685.00
FRIDAY, BRIAN	1,685.00
GALLIER ESTELLE A	1,334.25
GARDNER, DENEKA	1,610.00
GARNER LUTHER	1,006.68
GARNER, ASHLEY NICHOLE	8,290.00
GARRETT, SHAWN DALE	1,625.00
GAYLES SYBIL	1,475.05
GIF ET AL	1,048.50
GILES DOLORES	1,648.03
GILFORD DAISEY	2,597.50
GLOSKEY, ANTHONY LEWIS	1,595.00
GOODSPEED, JAIME	1,685.00
GOUTHIA, LARRY	1,736.75
GRANGER, GREGORY	1,670.00
GRANT, LONNIE JAMES	1,310.00
GRASTY, TIMOTHY SHANE	1,015.00
GREEN, GLENN DALE	1,015.00
GREEN, ZENOBIA	1,640.00
GRIFFIN SEAN CLAUD	1,272.00
GUIDRY WILLIE MAE	1,109.50
GUILLORY, BERNADETTE	1,346.98
GUILLORY, EARL	1,515.00
GUILLORY, KDRON	1,710.00
HADNOT, PHEOBE YVETTE	1,248.25
HAMILTON MILDRED L	1,391.25
HAMPTON, MORALE	3,685.00
HANDY J R	1,465.00
HANKS, GINGER DIANE	1,605.00
HARDING, CYNTHIA	1,645.00
HARMON, BYRON	2,385.00
HARPER, KENDRA	1,605.00
HARRIS, LEQUINCEY	1,670.00
HARRISON JOSEPHINE	1,225.50
HARVEST FOR LOST SOULS	1,668.50
HAWKINS, MICHEAL ANDRE	1,685.00
HAWTHORNE, JAMES	5,725.00
HAYNES ALFRED L	1,052.10
HAYNES ALFRED L & TAMARA	1,547.04
HEBERT ESTATE, USAN	1,062.50
HEFNER, DORTHIA	1,685.00
HIGDON, TIMOTHY	1,575.00
HILL, WILLIE LEE	2,320.00
HINES, DERRICK	1,150.00
HOBBS, DONALD	4,840.00
HOLMES EARNEST L ESTA	1,448.47
HOLMES JOHNNY % GENE CAR	1,034.80
HORDE, EVELYN ESTATE	1,174.50
HOYLE, EILEEN	1,060.00

HUBBARD, ROSA NELL	1,480.00
HUNTER'S CAR CARE	22,500.00
HUNTER, EVELYN	1,015.00
HYATT, JAMIE	1,595.00
INLAND ENVIRONMENTS LTD.	1,725.08
JABEZ CUSTOM DEV & CONST	1,530.75
JACKSON FRANKIE D	1,686.88
JACOBS, ALEXANDRIA	1,595.00
JAMES, JERMAINE	1,000.00
JENKINS, JASON	2,445.00
JOHNSON, JOSEPH DANIEL	3,205.00
JOHNSON, LARRY	165.00
JOHNSON, LARRY	805.00
JOHNSON, LARRY	910.00
JOHNSON, MATTIE PATSY	2,455.00
JOHNSON, SHIRLEY MARIE	1,640.00
JOHNSON, TROVESSAH	1,580.00
JOHNSON, WANDA	1,685.00
JONES BARBARA T & CONNIE	1,446.25
JONES, ROBERT T	2,252.75
JOSEPH, BEVERLY &	1,304.00
JULIUS, BEULAH SCOTT	1,841.70
JULIUS, LOLA	1,560.00
KELLEY, ODIS LEE	1,610.00
KESTER, MARGARET	2,285.00
KILPATRICK, R MRS (ESTA	1,198.75
KNIGHT DUPLCHAIN, LACIE	1,775.00
KNIGHTON BESSIE MARIE	2,634.13
LAFLEUR, BEVERLY A & EVE	1,051.25
LAMBDA ETA CHAPTER OF	1,679.38
LANDRY ESTATE, L C	1,339.00
LANE, BRUCE HENRY	2,490.00
LASTICE, RONALD GLENN	4,120.00
LEBLANC, MICHAEL	770.00
LEBLANC, MICHAEL	820.00
LEWIS JAMES R &/OR SHIRL	1,198.75
LEWIS, BARBARA JEAN (EST	1,172.50
LEWIS, DON	790.00
LEWIS, DON	850.00
LEWIS, LEKEISHA	755.00
LEWIS, LEKEISHA	835.00
LINCOLN JOHN	1,452.70
LITTLE VELMA B	1,060.00
LIVING, BRITNEY	2,635.00
LOFTON, ELTON	1,015.00
LOMAX, ALBERT	1,745.00
LONDON OZIE	1,321.75
LONG KEVIN R ESTATE	2,131.25
LONG, KEVIN RICHARD ESTA	6,472.86

LOUIS JUNE PAUL ESTATE	1,067.10
MAGEE KENNETH ALLEN &	1,299.90
MANLEY, MACON	1,625.00
MARK HARDIN MINISTRY INC	2,403.68
MARSAW, CARLA	2,155.70
MARTIN THOMAS JOSEPH DEC	1,440.00
MARTIN, HELEN DARLENE	1,610.00
MATTHEWS, FORREST	1,015.00
MAYFIELD AUGUSTUS	1,015.20
MCBRIDE, REGGIE	1,850.00
MCDONALD, MEREDITH	1,590.00
MEZA, JOHNNY	1,610.00
MICKENS, RAVEN	1,655.00
MILLER ERNEST & MAZIE ES	1,048.36
MITCHELL, SHEKEITHIA	1,605.00
MIZELL, NORMAN	1,595.00
MONTGOMERY, THERESA	1,670.00
MONTOU, FALISHA MARIE	2,365.00
MORRIS, TERRY LYNN	1,625.00
MOSBY RICHARD	1,633.75
MOUTON, ERNETREIA	3,920.00
MOUTON, JAIMIE	1,595.00
MURCHISON, LATASHA DANIELLE	4,060.00
NECHES LODGE NO 593 BPOE	1,962.00
NEVILS, CODY DION	1,820.00
NGUYEN JEANIE T	1,510.25
NICHOLAS, ANGELA	2,550.00
NORMAND, ADRIEN RENEE	1,745.00
O'BRIEN, IRENE (DECEASED	1,505.00
OFFARD, CLAUDE	1,176.70
OWENS, LILLIE MAE	1,260.80
PALMER GWENDOLYN ANN	2,168.40
PARKER, MALCOLM & LA VEL	1,198.75
PARSONS JAMES A ESTATE	1,268.70
PATTEN, JASMINE	1,590.00
PATTERSON, ABE (DECEASED	2,066.25
PAYNE, CATRINA	1,605.00
PETE, SERINA MAE	2,490.00
PHAM, TRUNG	2,480.00
PHILLIP LILLIAN BROWN ES	1,136.00
POLIDORE, HERBERT	6,440.00
PORTIES, FRANCE (ESTATE)	1,112.50
PRICE, ANDREA	1,495.00
R & B HOMES LLC	3,087.80
RANDALL, ERICA DENEAN	1,700.00
RANDOLPH, KENNETH	1,605.00
REDEAUX JOHN (DECEASED)	122.98
REDEAUX JOHN JR (DECEASE	783.28
REDEAUX, JOHN (DECEASED)	1,224.37

REDMON, ANTHONY	1,640.00
REYNOLDS, LINDA	1,670.00
RHINE, MAURICE	3,170.00
RICHARD CHARLES	3,191.06
RICHARD THERESA K	1,178.75
RILEY ULISHIOUS ESTATE	1,017.00
ROBBINS, NATASHA	1,920.00
ROBINSON, A C	1,022.87
ROBINSON, ANDREA DENISE	1,700.00
ROBINSON, ANTHONY RAY	1,670.00
ROBINSON, CASSIE	2,505.00
ROGERS, MELVIN	1,150.00
ROGERS, THOMAS	1,396.25
ROSENSTEEL, RAY	1,680.00
RUIZ, JOSE	3,022.25
SALAZAR, ARTURO	1,575.00
SALTON, JEROME	1,700.00
SAM, PATRICIA	4,790.00
SAM, SHAWNDELLA	1,955.00
SAMES, WILLIAM	1,640.00
SAMMEL, REGINALD	1,635.00
SANCHEZ, JOSE	165.00
SANCHEZ, JOSE	850.00
SANDERS DELMAR F ESTATE	1,520.75
SAUNDERS ROBERT	1,466.30
SAURAGE, SUSAN	2,760.00
SCOTT, ARKEIJAH	5,440.00
SCOTT, BRANDY JOYCE	2,520.00
SEALE ED	2,837.35
SHARROD, ROBERT LEE	1,610.00
SIAS, IRENE	1,045.00
SIAS, TYRIUS	1,292.84
SIEMENS JOSEPH	1,048.00
SIGGERS, CHARLES	1,150.00
SIMMONS JAMES	2,786.95
SIMMONS, SAMANTHA	1,670.00
SIMON, EBONY	1,030.00
SLATEN, LINDSEY	1,560.00
SMALL, DAVID	2,015.00
SMITH, ARTIS	1,690.00
SMITH, EDDIE W (ESTATE)	1,045.50
SMITH, JESSICA ANN	1,655.00
SMITH, LESTINA	3,215.00
SMITH, NIKYRA	5,160.00
SMITH, RICHARD	1,700.00
SONNIER, ANTONIETTE ROS	1,600.00
SONNIER, DIANA	1,555.00
SPEARS, LONNIE C	1,401.91
SPENCER, JEREMY PIERRE	1,835.00

SPIKES OLIVIA	1,840.45
STAFFORD, CONNIE	1,625.00
STATEWIDE CONSOLIDATED	5,997.31
STEWART, CHRISTOPHER	1,180.00
STONE, DERREK	1,030.00
STYLISH TRADITIONAL BUIL	1,438.50
SULTANA, SURRYA	1,715.00
SWARTOUT, MANDY	1,655.00
TALLEY, ALLEN	6,135.00
TATUM MYRTLE LAVERGNE	1,868.00
TAYLOR, ORIS JR	1,707.45
TAYLOR, TWARDLYNNE	1,640.00
TERRELL LAVERT BLANCHETT	3,585.00
THOMAS JOHN J	1,172.00
THOMAS, COLBY	1,625.00
THOMAS, LAWRENCE	160.00
THOMAS, LAWRENCE	865.00
THOMAS, MICHAEL LYNN	5,270.85
TRAYLOR, KHEA	1,680.00
TRINIDAD-TX LLC	1,487.50
TURNER, TINA	1,075.38
TYLER, JAMES BRADLEY	2,315.00
VALLERY, DERRIL	1,640.00
VALLERY, FELICIA MARIE	1,000.00
VANHUIS, JEREMY	2,360.00
VEAZI, MAXINE HARRISON	1,510.00
VICTORIA, KRYSTAL	1,560.00
VILLALOBOS, TOMAS (DECEA	2,314.37
WALKER, MONIQUE CASEY	4,780.00
WARD, DOLORES	1,060.00
WARREN SHIRLEY	2,046.34
WASHINGTON TRAVOY L H	1,192.50
WASHINGTON, KEVIN SCOTT	1,665.00
WASHINGTON, SARAH	1,452.80
WATSON, MARGIE ANN	1,495.00
WATTS ROSS DECEASED	1,025.00
WATTS, KELLY	1,620.00
WEAVER ENTERPRISES	5,913.00
WELLS, STEPHANIE NICOL	1,595.00
WENNSTROM FRANCES ET AL	1,575.20
WESTBROOK, DONALD	1,700.00
WESTON, SUZANNA	1,575.00
WHITEHEAD, MICHAEL RAE	1,595.00
WILDE-THOMPSON, DONNA	1,595.00
WILEY, RONALD LEE	2,535.00
WILKIE, JAMES	1,595.00
WILLIAMS BOBBY III ETAL	1,135.00
WILLIAMS NOLAN/ROSIE LEE	1,254.25
WILLIAMS, BRITTANY	6,330.00

WILLIAMS, CHARLIE ESTATE	1,022.40
WILLIAMS, EARL	820.00
WILLIAMS, EARL	865.00
WILLIAMS, GEORGE (DECEAS	1,510.00
WILLIAMS, LARRY	1,685.00
WILLIAMS, LULA (DECEASED	1,190.00
WILLIAMS, VALENTE	1,700.00
WILLS, MARK	2,505.00
WILSON L C ET UX	1,473.50
WILSON, L C	1,139.49
WILSON, MARCUS MARTEL	1,000.00
WILSON, NICOLE	2,080.57
WILSON, TIMOTHY	6,710.00
WYATT, BOBBY	1,800.00
YARBROUGH, TRISTINA RENA	1,030.00
YOUNG, GINA M	1,002.00
YOUNG, STEVEN	1,775.00

748,927.16

September 15, 2015

Consider granting a new solid waste transportation service agreement with Piney Woods Sanitation Inc.

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: September 15, 2015

REQUESTED ACTION: Council consider granting a new solid waste transportation service agreement

BACKGROUND

According to City Ordinance 22.05.101, no person shall engage in the business of collecting, hauling or transporting, in the city, any garbage, waste or refuse, without first having obtained a franchise from the City. Seven (7) entities currently have nonexclusive franchise agreements with the City and are doing business in this area. Piney Woods Sanitation Inc. has requested that the City Council grant the company such franchise agreement. Piney Woods Sanitation serves southeast Texas with its corporate office located at 517 Hwy 69 North in Huntington, Texas.

The requested franchise is generally the same as those previously approved by City Council. It provides for a term of one year from its effective date and a franchise fee of seven percent (7%) of gross revenues received for service. It also requires the entity to indemnify the City of Beaumont and provide insurance which names the City of Beaumont as a named insured.

According to City Charter, franchise ordinances require readings at three (3) separate Council meetings, with the third not less than thirty (30) days from the first reading. The ordinance does not take effect until sixty (60) days after its adoption on the third and final reading. After passage, the ordinance must be published for four (4) consecutive weeks in a newspaper of general circulation in the city. All publication costs are paid by the franchisee. Attached is a copy of the franchise agreement for your review.

This is the second reading. The first reading was on August 25, 2015.

FUNDING SOURCE

A franchise fee of seven percent (7%) of gross receipts will be paid to the City.

RECOMMENDATION

Approval of resolution.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A FRANCHISE FOR
SOLID WASTE COLLECTION AND TRANSPORTATION
SERVICES TO PINEY WOODS SANITATION, INC.

WHEREAS, Piney Woods Sanitation, Inc. (the "Company") has requested a franchise to operate a solid waste collection and transportation service within the City of Beaumont, Texas (the "City"); and,

WHEREAS, the City desires to grant such franchise;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and

Section 1.

Grant of Authority

There is hereby granted by the City the right and privilege to operate and maintain within the City a solid waste collection and transportation service (the "service"). For purposes of this franchise, the term "solid waste collection and transportation service" shall mean the regular business of collection, hauling or transporting any garbage, rubbish, waste or refuse from locations in the City, and the disposal of such material in accordance with law. The franchise granted herein is nonexclusive, and franchises may be granted to other persons for service.

Section 2.

Term of Franchise

The franchise herein granted shall take effect and be in force sixty (60) days after the final passage hereof as required by law and upon the filing by the Company of an acceptance with the City Clerk, and shall continue in force and effect until one (1) year thereafter. The acceptance required hereunder must be in writing and filed with the City Clerk within thirty (30) days after final passage hereof. Upon the expiration of the term hereof, this franchise shall continue on a month-to-month basis until terminated by either party or extended or replaced.

Section 3.

Rates

The Company shall establish rates for service which are uniform as to customer class based upon such criteria as type of waste, container size, frequency of collection, and distance of travel. The Company shall file its initial rates for service with its acceptance as required herein. Such rates shall, unless modified by the City, be effective with the effective date of this franchise. Any modifications in rates by the Company shall first be filed with the City Clerk and City Attorney and shall be effective thirty (30) days after such filing unless modified by City as provided herein. Nothing herein shall prevent the Company from charging uniform rates which are less than the rates filed with the City. The City shall have the right to establish rates charged by Company for services performed hereunder, after notice and hearing. Rates established by the City shall be sufficient to allow the Company an opportunity to earn a reasonable return on its invested capital used in providing such services.

Section 4.

Franchise Fee

The Company shall pay to the City, on or before the fifteenth (15th) day of each month, a sum equal to SEVEN PERCENT (7%) of the gross revenues received for service in the previous month as payment for the use of the City's streets, alleys and rights-of-way. The payments herein provided do not relieve Company from the payment of ad valorem taxes, special assessments, charges, or other fees applicable to the public generally. City shall have the right, at any reasonable time, to audit the books and records of the Company and the Company is hereby required to make such books and records available at the request of City. Upon written acceptance, the Company shall furnish to the City a listing of customers served, including customer name, address, frequency of pick-up, size of container or type of service and charge for same. The following reports shall be filed monthly with the City Manager or his designee along with the street rental payment required herein:

Upon written request and within thirty (30) days of receipt, the Company shall furnish to the City adequate reconciliation of reported revenues which would include: a listing of names and addresses of all customers served, frequency of pick-up, size of container or type of service and charge for same, and date service was initiated and discontinued.

Section 5.

Indemnity, Insurance and Bond

The Company shall at all times during the effective period of this franchise, carry liability insurance as provided herein. The Company covenants and agrees at all times to indemnify and save harmless the City, its officers, agents, employees, and any member of the public against any and all injuries, damages, claims, causes of action or loss of

compensation arising or resulting from Company's operations under this franchise, whether or not such loss was caused by the negligence of the City, its agents, servants or employees. Upon notice given Company by City, Company must defend at its own expense, any action or suit brought against the City because of any work or other acts done by the Company under the terms of this franchise. Counsel chosen by Company to defend City must be satisfactory to City. Company will pay any final judgment which might be obtained against City by reason of any work or acts done hereunder by Company, its agents, servants or employees, and Company will pay all damages occurring to any person or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

The Company agrees to carry insurance as follows:

- 1) Workers' Compensation
The Company shall furnish the City Clerk a certificate of insurance indicating workers' compensation coverage as required by the State of Texas.
- 2) Automobile Liability Insurance
The Company shall carry, in its own name, a policy in comprehensive form to insure the automobile liability of its operation with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury and, in addition, not less than One Hundred Thousand Dollars (\$100,000.00) property damage. This policy shall include City as an additional named insured and provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise, and it shall be maintained in force during the term of the franchise.
- 3) General Liability
The Company shall carry, in its own name, a comprehensive liability insurance policy including contractual coverage for operations other than automobile with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage. The policy shall name the City as named insured and

provide for thirty (30) days notice to City prior to cancellation. A certificate of insurance certifying such coverage shall be filed with the City Clerk before the effective date of this franchise and maintained in force during the term of the franchise.

Section 6.

Compliance with Laws and Ordinances

The Company shall, at all times during the term of this franchise, be subject to all lawful exercise of police power by the City and to such reasonable regulations as the City shall hereafter by ordinance provide. In addition, the Company will observe all city, county, state, and federal laws regulating the collection and disposal of solid waste.

Section 7.

Service Standard and Equipment

The Company shall maintain and operate its collection system and equipment in good order to render efficient service subject to the terms of this franchise. All vehicles, containers, and equipment used for the collection and transportation of solid waste shall be constructed, operated and maintained to prevent loss of liquid or solid waste material and to minimize health and safety hazards to solid waste management personnel and the public. Such vehicles, containers, and equipment used shall be maintained in a clean, sanitary condition and free from odors at all times. All vehicles and equipment shall comply with federal, state, and local regulations. Collection vehicles and all bulk, commercial, and roll-off type containers shall be painted and numbered and shall have the Company's name and telephone number painted in letters of a contrasting color. Such containers may not be placed on any street or right-of-way within the City. All

collections shall be made directly from the premises of the customer and any emptied containers returned directly to such premises.

Section 8.

Providing Services

The Company shall provide service to any person, firm, corporation, association or entity inside the City of Beaumont who requests such service and is not delinquent in the payment of collection charges due the Company.

Section 9.

Office

The Company shall establish and maintain an office with telephone service and shall keep said office open for business from 9:00 A.M. to 5:00 P.M. each and every day except Saturday, Sunday and holidays.

Section 10.

Interruption of Service

In the event that service shall be interrupted for any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide or protect the public health and safety. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, then the City shall have the right to terminate the rights and privileges granted in this franchise.

Section 11.

Termination

In the event that any provision of this franchise is violated by the Company, the City may serve written notice upon the Company of its intention to terminate this franchise. The notice shall contain the reasons for such intention to terminate the franchise. Unless within ten (10) days after mailing such notice by City to the Company, such violation shall cease, or satisfactorily arrangements for correction be made by Company, the City Council may, after a public hearing in which Company is provided an opportunity to present evidence concerning such violation, declare the franchise terminated and serve written notice upon the Company of the termination and the termination of the franchise shall be effective upon the mailing of such notice.

Section 12.

Transfer of Franchise Rights

Franchise rights granted hereunder shall not be transferred to another without the approval of City. A single transfer or a series of transfers of Company's stock which constitute a transfer of a majority interest in Company is subject to the prior approval of City.

Section 13.

Notices

Where written notices are provided for in this ordinance, same shall be sufficient to notify Company when provided by certified mail to:

Piney Woods Sanitation, Inc.
517 Hwy 69
Huntington, TX75949-8893

Notice to City is sufficient if mailed by certified mail to:

City Manager
City of Beaumont
P.O. Box 3827
Beaumont, TX 77704

Section 14.

If any section, sentence, clause, paragraph or phrase of this ordinance, other than Section 4, is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of this ordinance. If Section 4 hereof is held to be invalid for any reason, the ordinance shall be immediately invalid.

Section 15.

It is agreed by City and Company that venue of any legal proceedings under this franchise agreement shall be in Jefferson County, Texas.

Section 16.

Vehicle Permits

Twenty (20) days prior to the effective date of this franchise, the Company shall furnish to the City a list of all vehicles to be providing solid waste collection and disposal service under this franchise. Such list shall include state license number, year, make, model and manufacturer's rated capacity for each vehicle. Vehicles not having a valid City of Beaumont landfill permit will not be allowed to operate under this agreement nor utilize the City refuse disposal facility. If at any time a vehicle or equipment is found to be in noncompliance with Section 7 of this franchise, the Company will be notified of its violation and said equipment or vehicle shall be removed from service upon receipt of written notification.

Failure to comply with this provision or to falsify the information concerning the location of the service of the vehicle shall be a material breach of this franchise. Should City decide not to terminate this franchise because of any violation of this Section, Company's disposal fee at City's landfill shall be doubled for all of Company's vehicles for a period of sixty (60) days.

PASSED BY THE CITY COUNCIL of the City of Beaumont on first reading this the 25th day of August, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont on second reading this the 15th day of September, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont on final reading this the _____ day of _____, 2015.

-Mayor Becky Ames -

ACCEPTANCE:

Piney Woods Sanitation, Inc.

By: _____
(Company Owner/Representative)